

1. RULES COMMITTEE MAY 4, 2020 1:00 PM

Documents:

R-5-4-20.PDF

2. Contracts 5-4-20

Documents:

A-3-20 NCWEB.PDF
A-26-20 NCWEB.PDF
E-52-20 NCWEB.PDF
E-56-20 NCWEB AMENDMENT.PDF
E-63-20 NCWEB.PDF
E-64-20 NCWEB.PDF
E-65-20 NCWEB.PDF
E-66-20 NCWEB.PDF
E-67-20 NCWEB.PDF
E-68-20 NCWEB.PDF
E-69-20 NCWEB.PDF

2.I. Contract 5-4-20

Documents:

E-61-20 NCWEB ANOS.PDF

2.II. Additional Backups 5-4-20

Documents:

E-61-20 ADDITIONAL BACKUP NCWEB.PDF
E-63-20 ADDITIONAL BACKUP NCWEB.PDF
E-68-20 CORRECTED BACKUP NCWEB.PDF

3. Additional Ordinances

Documents:

ER 10-20.PDF
ORD. 44-20.PDF
ORD. 45-20.PDF
ORD. 46-20.PDF

4. Rules Transcript 5-4-20

Documents:

RULES COMMITTEE, 05-04-20.PDF

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

RULES COMMITTEE

MAY 4, 2020 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
109-20	LE	R	<p><u>RESOLUTION NO.-2020</u> A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK , SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2020 THROUGH MARCH 31, 2020; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMISNISTRATIVE CODE. 109-20(LE)</p>
111-20	PW	R	<p><u>RESOLUTION NO.-2020</u> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A FIRST MODIFICATION OF LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT, AND BC HOLDINGS OF NY, INC. (AS SUCCESSOR IN INTEREST TO DIALYCEN LLC), AS LANDLORD, IN CONNECTION WITH THE LEASING OF CERTAIN SPACE LOCATED AT 160 NORTH FRANKLIN STREET, HEMPSTEAD, NEW YORK 11550, KNOWN AND DESIGNATED AS SECTION 34, BLOCK 195, LOTS 33-34 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU FROM BC HOLDINGS OF NY, INC. FOR THE COUNTY OF NASSAU. 111-20(PW)</p>
112-20	PK	R	<p><u>RESOLUTION NO.-2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE MUSEUM OF AMERICAN ARMOR. 112-20(PK)</p>
113-20	PK	R	<p><u>RESOLUTION NO.-2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE FRIENDS OF CEDARMERE, INC. 113-20(PK)</p>

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
114-20	PK	R	<u>RESOLUTION NO.-2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN’S MUSEUM. 114-20(PK)
A-3-20	PR	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF ASSESSMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND TYLER TECHNOLOGIES, INC. A-3-20
A-26-20	PR	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION RATIFYING THE COMMISSIONER OF SHARED SERVICES AWARD AND EXECUTION OF A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT, AND MILLENNIUM PRODUCTS GROUP, LLC. A-26-20
E-52-20	HS	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, AND THE CEDARMORE CORPORATION. E-52-20
E-56-20	PD	R	<u>RESOLUTION NO. -2020</u> 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 POLICE DEPARTMENT, AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC (FORMERLY MED3000, INC.) E-56-20

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-61-20	PW	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C. E-61-20
E-63-20	PW	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS + ENGINEERS, DPC. E-63-20
E-64-20	PW	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NV5 NEW YORK – ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS. E-64-20
E-65-20	IT	R	<u>RESOLUTION NO. -2020</u> 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 DEPARTMENT OF INFORMATION TECHNOLOGY, AND LIRO GIS AND SURVEY, P.C. E-65-20
E-66-20	PW	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND GREENMAN-PEDERSON, INC. E-66-20
E-67-20	PB	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY PROBATION DEPARTMENT, AND NASSAU COUNTY HEALTH CARE CORPORATION. E-67-20

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-68-20	PB	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE PROBATION DEPARTMENT, AND LEADERSHIP TRAINING INSTITUTE, INC. (“LTI”). E-68-20
E-69-20	PD	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC. E-69-20
			THE FOLLOWING ITEMS MAY BE UNTABLED
B-3-20	PW	R	<u>RESOLUTION NO. 2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-3-20
E-35-20	SS	R	<u>RESOLUTION NO. -2020</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH (“BERKSHIRE”). E-35-20
E-53-20	RM	R	<u>RESOLUTION NO. -2020</u> 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 RISK MANAGEMENT, AND TRIAD GROUP, LLC. E-53-20



Staff Summary A-03-2020

Subject: Software Licenses & Support (maintenance) for the assessment system (RQIT20000002)
Department: Department of Shared Services, Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: January 07, 2020
Vendor Name: Tyler Technologies, Inc.
Contract Number A-03-2020
Contract Manager Name Timothy Funaro

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		()
<i>AM</i>	Budget	04/22/2020 <i>PS</i>	County Atty.
	Deputy C.E.	<i>AM</i>	County Exec.

Narrative

Purpose: To authorize and award a purchase order for the annual software licenses, support and maintenance of the assessment IAS/ADAPT system for the Department of Assessment and the Department of Information Technology.

Discussion: This is a sole source purchase. Tyler Technologies, Inc. is the proprietary owner/supplier of this software. This purchase is necessary to maintain the current technology. This is a maintenance agreement for modules related to tax billing, collections, delinquent tax, appeals management and EDMS interface. The period of this agreement runs from January 01, 2020 to December 31, 2020.

Impact on Funding: The maximum amount authorized under this purchase order shall be Six Hundred and Five Thousand Dollars. (\$605,000.00) from general funds

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Tyler Technologies, Inc. as a sole source for this purchase order.

INSURANCE APPROVAL:

Deane

04/22/2020

COUNTY OF NASSAU

INTER -- DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-03-2020

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: January 07, 2020

SUBJECT: RESOLUTION-- THE DEPARTMENT OF ASSESSMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY.

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF SIX HUNDRED FIVE THOUSAND DOLLARS (\$605,000.) ON BEHALF OF THE DEPARTMENT OF ASSESSMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY TO TYLER TECHNOLOGIES, INC. TO PROVIDE FOR ANNUAL SOFTWARE LICENSES, SUPPORT AND MAINTENANCE OF THE IAS/ADAPT SYSTEM.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb

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



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF ASSESSMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND TYLER TECHNOLOGIES, INC.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that the firm, Tyler Technologies, Inc., is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services, to award and execute the said Purchase Order with Tyler Technologies, Inc.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Abigail Diaz [ABIGAIL.DIAZ@TYLERTECH.COM]

Dated: 11/15/2019 09:14:57 AM

Vendor: Tyler Technologies, Inc.

Title: Chief Legal Officer



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.

James F. Capalino & Associates, Inc.
233 Broadway, Suite 710
New York, NY 10279
212-616-5810

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

Registered with New York State Joint Commission on Public Ethics and New York City Office of the City Clerk

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

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
800-772-2260 x4642

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

Representation of Tyler Technologies in connection with achieving an innovative technology solutions portfolio with Tyler Technologies' Courts & Justice and Data & Insights divisions and developing relationships with government agencies listed on Question 5 below.

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

New York State Unified Court System
New York City Office of the Comptroller
New York City Department of Information Technology & Telecommunications

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.

2 File(s) Attached

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Abigail Diaz [ABIGAIL.DIAZ@TYLERTECH.COM]

Dated: 11/18/2019 10:11:18 AM

Vendor: Tyler Technologies, Inc.

Title: Chief Legal Officer

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.

Capalino+Company

Government & Community Relations Strategists

2018 RETAINER AGREEMENT

November 16, 2018

Eric Cullinson
Tyler Technologies Inc.
5101 Tennyson Parkway.
Plano, TX 75024

Re: Government Relations/Lobbying Retainer Agreement: Tyler Technologies Inc.

Dear Mr. Cullinson:

This letter, when signed and returned to us (the "Agreement"), will serve as the retainer for James F. Capalino & Associates, Inc. aka Capalino+Company (the "Consultant") to represent Tyler Technologies Inc. (the "Client") in connection with assisting the Client in achieving an innovative technology solutions portfolio with the Client's product 'Courts and Justice and Data and Insights' and developing relationships with the government agencies and officials listed below.

Our firm's engagement under the Agreement includes representation before the New York State Unified Court System, the New York City Office of the Comptroller, the New York City Department of Information Technology and Telecommunications, the New York State Office of General Services and the New York State Office of Technology.

Services. Specifically, the Consultant will assist the Client with government and community relations related to the above. The Consultant shall not engage in any business development or other services without the advance written consent of Client. Should the services expand beyond the scope of this Agreement, a separate agreement may be required and/or the fee may be adjusted to be commensurate with the expanded scope.

Term. The term of the Agreement shall commence on November 19, 2018 and continue through December 31, 2019. The term of the Agreement may be mutually extended, in writing, through the agreement of the parties. Notwithstanding the foregoing, the Agreement may be terminated by either party upon five (5) days written notice to the other party.

Compensation. As compensation for its services the Consultant will receive a monthly retainer of Seven Thousand Dollars (\$7,000.00). Services will not commence until the first month's prorated retainer of Two Thousand Eight Hundred Dollars (\$2,800.00) is received. Subsequently, the Consultant will submit a monthly invoice for its services to the Client and payment is due by the 1st of each month. Regardless of the termination date, the minimum compensation due for the Agreement is Twenty One Thousand Dollars (\$21,000.00). In addition, the Client shall reimburse the Consultant for all reasonable out-of-pocket costs and expenses incurred by the Consultant in connection with the provision of the services, including without limitation, all lobbying registration fees, long distance telephone, facsimile, messenger, photocopying, travel, postage and other reasonable out-of-pocket costs and expenses; provided, however that all expenditures in excess of \$200 must be approved in writing and in advance by Client. Such disbursements will be billed by the Consultant, at cost, on a monthly basis.

Legal Fees. Should it become appropriate, either during or after the term of this Agreement, for the Consultant to engage the services of any attorney to represent its interest, for collection of fees due pursuant to this Agreement or responding to inquiries from governmental agencies to the Client, or subpoenas or other judicial process or proceedings, relating to the services hereunder, the Client shall, upon demand, reimburse Consultant for any such reasonable costs.

off
Investigation
of Client
with respect to

Capalino+Company

Government & Community Relations Strategists

Acknowledgments. The Client acknowledges that the Consultant has not made any representations concerning the potential success or failure of the matters to be undertaken by the Consultant on the Client's behalf.

The Client acknowledges and agrees that it will comply with all federal, state and local law in its dealings with the Consultant and the Consultant's employees, including but not limited to laws regarding harassment and discrimination, and that the failure to comply with such laws may also be grounds for immediate termination of the Consultant's relationship with the Client. The Consultant, in performing services hereunder, shall comply with all applicable laws, including but not limited to all State and local ordinances pertaining to lobbyist registration and ethics. The Consultant shall defend, indemnify and hold Client harmless from any third-party claims arising out of or relating to the Consultant's breach of its obligations under this paragraph.

Proprietary Information. Any proprietary information regarding, but not limited to, both parties' services and products will remain confidential unless otherwise agreed to by the Client and the Consultant in writing. Consultant acknowledges that certain of Client's valuable, confidential and proprietary information may come into its possession. Accordingly, Consultant agrees that all such information furnished will remain the exclusive property of Client, and Consultant agrees to hold all information it obtains from or about Client in strictest confidence. Consultant also will not communicate Client's information in any form to any third party without Client's prior written consent. Without limiting the foregoing, the parties agree that the Confidentiality and Non-Disclosure Agreement (the "NDA") executed by the parties is incorporated herein by reference.

Entire Agreement; Modification. The Agreement completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. The Agreement may be amended only by a written instrument signed by each of the parties hereto.

Counterparts. The Agreement may be executed in counterparts, conveyed electronically or by facsimile, each of which will be an original copy of the Agreement, with the same effect as if the original signatures were upon the same instrument.

Lobbying Requirements. Pursuant to the requirements of the New York City Administrative Code, information regarding our engagement under the Agreement, and a copy of the Agreement itself, will be registered with the Lobbying Bureau of the Office of the City Clerk of the City of New York (the "Lobbying Bureau").

In order for the Consultant to begin lobbying on the Client's behalf, the Client is required to enroll in the e-Lobbyist system of the Lobbying Bureau. Enrollment should be completed by the Client within 5 days of the start date above in order for the Consultant to register the Client within the timeframe allowed by law. If the Consultant is unable to register the Client on time due to the Client's late enrollment, any late fees incurred by the Consultant will be reimbursed by the Client. The Lobbying Bureau imposes a fine of \$25 per day for each day the registration is late.

As a registered lobbying client, the Client is required to file an Annual Report with the Lobbying Bureau. The Annual Report must be filed on-line by January 15th for the previous year. The Client's failure to comply with the New York City lobbying requirements will result in fines that are the responsibility of the Client.

Additionally, the Client may be registered as lobbying client with the New York State Joint Commission on Public Ethics. If so, the Client will be required to file semi-annual reports to the State which must be submitted by July 15th of the current year for the January to June period AND by the 15th day of January for the previous year's July to December period. Failure to comply

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with the New York State Joint Commission on Public Ethics' lobbying requirements will result in fines that are the responsibility of the Client. The Consultant will give the Client all the information necessary in order to comply with the lobbying client requirements in a timely fashion.

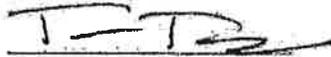
If you are in agreement with the above terms and conditions for the provision of the services, please sign in the space below whereupon the Agreement shall become binding.

Sincerely,

James F. Capalino & Associates, Inc.

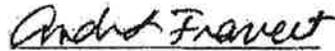
Tyler Technologies Inc.

By:



Travis Terry
Chief Operating Officer

By:



Name:

Andre L. Freret

Title:

Director of Legal Affairs

Date:

11/19/18

Date:

11/19/2018

CAPALINO+COMPANY

New York State Joint Commission on Public Ethics
540 Broadway
Albany, NY 12207

New York City Office of the City Clerk
Lobbying Bureau
141 Worth Street
New York, NY 10013

Please be advised that the Agreement between James F. Capalino & Associates, Inc. and Tyler Technologies Inc. dated November 16, 2018 has been amended as follows:

The Client name listed on the retainer is amended from "Tyler Technologies Inc." to "Tyler Technologies, Inc"

All other terms of the Agreement remain in full force and effect.

Sincerely,

James F. Capalino & Associates, Inc.

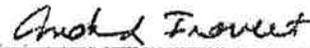
Tyler Technologies, Inc.

By:

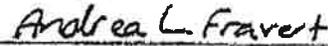


Travis Terry
Chief Operating Officer

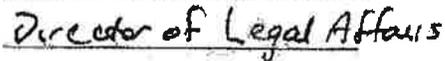
By:



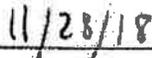
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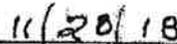
Title:



Date:



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: H. Lynn Moore, Jr.
 Date of birth: 09/20/1967
 Home address: 5634 Purdue Avenue
 City: Dallas State/Province/Territory: TX Zip/Postal Code: 75209
 Country: US

Business Address: 5101 Tennyson Parkway
 City: Plano State/Province/Territory: TX Zip/Postal Code: 75024
 Country: US
 Telephone: (972) 713-3770

Other present address(es):
 City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
 Country: _____
 Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>01/01/2017</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>05/09/2018</u>	Secretary	<u>10/01/2000</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>10/01/2000</u>		
(Other)			

Type	Description	Start Date
Other	Executive Vice President	02/01/2008
Other	General Counsel	09/01/1998

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

H. Lynn Moore, Jr. holds less than a 10% interest. Please see attached document.

1 File(s) Uploaded:

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, H. Lynn Moore, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, H. Lynn Moore, Jr. , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Tyler Technologies, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

H. Lynn Moore, Jr. [LYNN.MOORE@TYLERTECH.COM]

President and CEO

Title

11/14/2019 09:37:40 AM

Date

Tyler Technologies, Inc. (TYL)
NYSE - Nasdaq Real Time Price. Currency in USD

☆ Add to watchlist

Quote Lookup

215.01 +1.78 (+0.83%)

As of 12:07PM EDT. Market open.

Buy

Sell

Summary Chart Conversations Statistics Historical Data Profile Financials Analysis Options Holders Sustainability



Major Holders | Insider Roster | Insider Transactions

Major Holders Breakdown

Currency in USD

1.79%	% of Shares Held by All Insider
91.96%	% of Shares Held by Institutions
93.63%	% of Float Held by Institutions
465	Number of Institutions Holding Shares

Top Institutional Holders

Holder	Shares	Date Reported	% Out	Value
Blackrock Inc.	3,805,249	Mar 30, 2019	9.92%	777,792,895
Vanguard Group, Inc. (The)	3,408,692	Mar 30, 2019	8.89%	696,736,644
Brown Capital Management, Inc.	2,022,685	Mar 30, 2019	5.28%	413,436,814
Janus Henderson Group PLC	1,431,181	Mar 30, 2019	3.73%	282,533,396
Neuberger Berman Group, LLC	1,107,718	Mar 30, 2019	2.89%	226,417,559
Franklin Resources, Inc	957,395	Mar 30, 2019	2.50%	195,691,538
State Street Corporation	913,665	Mar 30, 2019	2.38%	186,763,739
Df Dent & Co Inc	758,329	Mar 30, 2019	1.98%	155,002,447
Praesidium Investment Management Company LLC	603,931	Mar 30, 2019	1.58%	123,443,496
Times Square Capital Management, LLC	593,503	Mar 30, 2019	1.55%	121,312,013

Top Mutual Fund Holders

Holder	Shares	Date Reported	% Out	Value
iShares Core S&P Midcap ETF	1,101,530	Mar 30, 2019	2.87%	225,162,732
Brown Capital Management Small Company Fund	1,073,976	Sep 29, 2018	2.80%	263,188,558
Vanguard Small-Cap Index Fund	938,111	Sep 29, 2018	2.45%	229,893,481
Vanguard Total Stock Market Index Fund	920,868	Sep 29, 2018	2.40%	225,667,912
Neuberger & Berman Genesis Fund	771,260	Mar 30, 2019	2.01%	157,645,544

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People Also Watch

Symbol	Last Price	Change	% Change
ULTI	331.36	0.00	0.00%
The Ultimate Software Group, In			
MANH	66.05	+0.28	+0.43%
Manhattan Associates, Inc.			
BLKB	77.89	+1.23	+1.61%
Blackboard, Inc.			
CSGP	509.17	-4.02	-0.78%
CoStar Group, Inc.			
ANSS	181.08	+0.39	+0.22%
ANSYS, Inc.			

Yahoo Small Business

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Privacy (Updated) About Our Ads Terms
(Updated) Sitemap

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Janus Henderson Research Fund	537,731	Mar 30, 2019	1.40%	109,912,216
Vanguard Extended Market Index Fund	484,913	Sep 29, 2018	1.26%	118,832,779
SPDR S&P Mid Cap 400 ETF Trust	447,571	Mar 30, 2019	1.17%	91,483,512
Federated Kaufmann Fund	392,951	Dec 30, 2018	1.02%	73,018,154

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: John S. Marr, Jr.
 Date of birth: 03/07/1960
 Home address: 5 Orchard Lane
 City: Falmouth State/Province/Territory: ME Zip/Postal Code: 04105
 Country: US

Business Address: One Tyler Drive
 City: Yarmouth State/Province/Territory: ME Zip/Postal Code: 04096
 Country: US
 Telephone: (207) 772-2260

Other present address(es):
 City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
 Country: _____
 Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>07/01/2004</u>	Treasurer	_____
Chairman of Board	<u>01/01/2017</u>	Shareholder	_____
Chief Exec. Officer	<u>07/01/2004</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Operating Officer	07/01/2003
Other	Executive Chairman of the Board	05/09/2018
Other	President of Munis	01/01/1994
Other	Director, Board of Directors	05/01/2002

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

John Marr Jr. owns less than a 10% interest. Only 1.79% of Tyler Technologies Inc.'s shares are held by insiders. Please see attached document.

1 File(s) Uploaded:

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Handy Boat (Boat Yard and Restaurant)
215 Foreside Road
Falmouth, ME 04105
Co-Owner with wife, Rebecca Marr

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, John S. Marr, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John S. Marr, Jr. , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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Tyler Technologies, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John S. Marr, Jr. [JOHN.MARRJR@TYLERTECH.COM]

Executive Chairman of the Board

Title

11/26/2019 11:49:07 AM

Date

Tyler Technologies, Inc. (TYL)
NYSE - Nasdaq Real Time Price. Currency in USD

☆ Add to watchlist

Visitors trend 2W ↑ 10W ↑ 9M ↑

Quote Lookup

284.61 +2.33 (+0.83%)

As of 11:04AM EST, Market open.

Buy

Sell

Summary

Company Outlook

Chart

Conversations

Statistics

Historical Data

Profile

Options

Holders

Sustainability

Explore detailed look into companies' financial history

Major Holders Insider Roster Insider Transactions

Major Holders Breakdown

Currency in USD

- 1.79% % of Shares Held by All Insider
- 91.96% % of Shares Held by Institutions
- 93.63% % of Float Held by Institutions
- 465 Number of Institutions Holding Shares

Top Institutional Holders

Holder	Shares	Date Reported	% Out	
Blackrock Inc.	4,115,153	Sep 29, 2019	10.67%	1,080,22
Vanguard Group, Inc. (The)	3,406,704	Jun 29, 2019	8.83%	735,91
Brown Capital Management, Inc.	2,017,133	Jun 29, 2019	5.23%	435,74
Janus Henderson Group PLC	1,390,587	Jun 29, 2019	3.60%	300,39
Neuberger Berman Group, LLC	1,082,251	Jun 29, 2019	2.81%	233,78
Franklin Resources, Inc	975,035	Jun 29, 2019	2.53%	210,62
State Street Corporation	918,768	Jun 29, 2019	2.38%	198,47
Df Dent & Co Inc	768,059	Jun 29, 2019	1.99%	165,91
Praesidium Investment Management Company LLC	597,482	Jun 29, 2019	1.55%	129,06
Wasatch Advisors Inc	555,150	Jun 29, 2019	1.44%	119,92

Top Mutual Fund Holders

Holder	Shares	Date Reported	% Out	Value
iShares Core S&P Midcap ETF	1,117,424	Aug 30, 2019	2.90%	286,663,952
Brown Capital Management Small Company Fund	1,004,561	Jun 29, 2019	2.60%	217,005,267
Vanguard Total Stock Market Index Fund	998,081	Jun 29, 2019	2.59%	215,605,451
Vanguard Small-Cap Index Fund	931,999	Jun 29, 2019	2.42%	201,330,423
Neuberger & Berman Genesis Fund	751,250	Jun 29, 2019	1.95%	162,285,021
Janus Henderson Research Fund	537,731	Jun 29, 2019	1.39%	116,160,650
Vanguard Small-Cap Growth Index Fund	533,692	Jun 29, 2019	1.38%	115,288,141
Vanguard Extended Market Index Fund	528,513	Jun 29, 2019	1.37%	114,169,371
SPDR S&P Mid Cap 400 ETF Trust	431,818	Jul 30, 2019	1.12%	100,764,730
iShares S&P Mid Cap 400 Growth ETF	330,897	Aug 30, 2019	0.86%	84,888,310

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Mark Hawkins
 Date of birth: 07/23/1975
 Home address: 2125 Stags Leap
 City: Celina State/Province/Territory: TX Zip/Postal Code: 75009
 Country: US

Business Address: 5101 Tennyson Parkway
 City: Piano State/Province/Territory: TX Zip/Postal Code: 75024
 Country: US
 Telephone: (972) 713-3770

Other present address(es):
 City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
 Country: _____
 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)	_____		

Type	Description	Start Date
Other	Senior Vice President of Operations, Appraisal & Tax Division	08/01/2015
Other	President, Appraisal & Tax Division	02/18/2019

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

Mark Hawkins owns less than a 10% interest. Only 1.79% of Tyler Technologies, Inc.'s shares are held by insiders. Please see attached document.

1 File(s) Uploaded:

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 notfor-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.

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YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
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YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Mark Hawkins , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark Hawkins , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Tyler Technologies, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Mark Hawkins [MARK.HAWKINS@TYLERTECH.COM]

President, Appraisal & Tax Division

Title

11/25/2019 03:10:52 PM

Date

Tyler Technologies, Inc. (TYL)
NYSE - Nasdaq Real Time Price. Currency in USD

☆ Add to watchlist

Visitors trend 2W ↑ 10W ↑ 9M ↑

Quote Lookup



284.61 +2.33 (+0.83%)
As of 11:04AM EST, Market open.

Buy Sell

Summary Company Outlook Chart Conversations Statistics Historical Data Profile Options Holders Sustainability

Explore detailed look into companies' financial history

Major Holders Insider Roster Insider Transactions

Major Holders Breakdown Currency in USD

- 1.79% % of Shares Held by All Insider
- 91.96% % of Shares Held by Institutions
- 93.63% % of Float Held by Institutions
- 465 Number of Institutions Holding Shares

Top Institutional Holders

Holder	Shares	Date Reported	% Out	
Blackrock Inc.	4,115,153	Sep 29, 2019	10.67%	1,080,22
Vanguard Group, Inc. (The)	3,406,704	Jun 29, 2019	8.83%	735,91
Brown Capital Management, Inc.	2,017,133	Jun 29, 2019	5.23%	435,74
Janus Henderson Group PLC	1,380,587	Jun 29, 2019	3.60%	300,39
Neuberger Berman Group, LLC	1,082,251	Jun 29, 2019	2.81%	233,78
Franklin Resources, Inc	975,035	Jun 29, 2019	2.53%	210,62
State Street Corporation	918,768	Jun 29, 2019	2.38%	198,47
Df Dent & Co Inc	768,059	Jun 29, 2019	1.99%	165,91
Praesidium Investment Management Company LLC	597,482	Jun 29, 2019	1.55%	129,06
Wasatch Advisors Inc	555,150	Jun 29, 2019	1.44%	119,92

Top Mutual Fund Holders

Holder	Shares	Date Reported	% Out	Value
iShares Core S&P Midcap ETF	1,117,424	Aug 30, 2019	2.90%	286,663,95
Brown Capital Management Small Company Fund	1,004,561	Jun 29, 2019	2.60%	217,005,26
Vanguard Total Stock Market Index Fund	998,081	Jun 29, 2019	2.59%	216,605,45
Vanguard Small-Cap Index Fund	931,999	Jun 29, 2019	2.42%	201,330,42
Neuberger & Berman Genesis Fund	751,250	Jun 29, 2019	1.95%	162,285,02
Janus Henderson Research Fund	537,731	Jun 29, 2019	1.39%	116,160,65
Vanguard Small-Cap Growth Index Fund	533,692	Jun 29, 2019	1.38%	115,288,14
Vanguard Extended Market Index Fund	528,513	Jun 29, 2019	1.37%	114,169,37
SPDR S&P Mid Cap 400 ETF Trust	431,818	Jul 30, 2019	1.12%	100,764,73
iShares S&P Mid Cap 400 Growth ETF	330,897	Aug 30, 2019	0.86%	84,888,31

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: Bryan Proctor
 Date of birth: 05/17/1976
 Home address: 1021 Marywood Drive
 City: Royal Oak State/Province/Territory: MI Zip/Postal Code: 48067
 Country: US

Business Address: 840 West Long Lake Road
 City: Troy State/Province/Territory: MI Zip/Postal Code: 48098
 Country: US
 Telephone: 2482691000

Other present address(es):
 City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
 Country: _____
 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)	_____		

Type	Description	Start Date
Other	President, Public Safety Division	09/09/2019

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

Bryan Proctor owns less than a 10% interest. Only 1.79% of Tyler Technologies, Inc.'s shares are held by insiders. Please see attached document.

1 File(s) Uploaded:

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Bryan Proctor , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Bryan Proctor , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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Tyler Technologies, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Bryan Proctor [BRYAN.PROCTOR@TYLERTECH.COM]

President, Public Safety Division

Title

11/21/2019 09:18:15 AM

Date

Tyler Technologies, Inc. (TYL)
NYSE - Nasdaq Real Time Price. Currency in USD

☆ Add to watchlist

Visitors trend 2W ↑ 10W ↑ 9M ↑

Quote Lookup

284.61 +2.33 (+0.83%)

As of 11:04AM EST. Market open.

Buy

Sell

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iShares S&P Mid Cap 400 Growth ETF	330,897	Aug 30, 2019	0.86%	84,888,31

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: 11/15/2019

1) Proposer's Legal Name: Tyler Technologies, Inc.

2) Address of Place of Business: 5101 Tennyson Parkway

City: Plano State/Province/Territory: TX Zip/Postal Code: 75024

Country: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 041089293

5) Federal I.D. Number: 752303920

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:
Tyler Technologies A&T Services, LLC (Delaware LLC) - wholly owned subsidiary of Tyler Technologies, Inc.
Socrata, Inc. - wholly owned subsidiary of Tyler Technologies, Inc.
Micropact Holdings, Inc. - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Technologies Australia PTY LTD - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Foundation - non-profit charitable organization funded by Tyler Technologies, Inc.

- 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, please provide details:

Tyler Technologies A&T Services, LLC (Delaware LLC) - wholly owned subsidiary of Tyler Technologies, Inc.
Socrata, Inc. - wholly owned subsidiary of Tyler Technologies, Inc.
Micropact Holdings, Inc. - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Technologies Australia PTY LTD - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Foundation - non-profit charitable organization funded by Tyler Technologies, 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).

Please see attached file titled Tyler Technologies Terminations.

1 File(s) Uploaded:

- 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

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.

Please see attached Tyler Technologies' Code of Business Conduct and Ethics.

1 File(s) Uploaded:

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

03/14/1990

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded:

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded:

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

5291

- vi) Annual revenue of firm;

2055089

- vii) Summary of relevant accomplishments

Please see attached file titled Tyler Technologies Accomplishments.

2 File(s) Uploaded:

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

1 File(s) Uploaded:

B. Indicate number of years in business.

29

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

Please see attached 2018 Annual Report.

1 File(s) Uploaded:

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 Fairfax County, Virginia
Contact Person Mr. Howard Goodie, Director Real Estate Division
Address Department of Tax Administration, 1200 Government Center Parkway 357
City Fairfax State/Province/Territory VA
Country _____
Telephone (703) 324-4803
Fax # (703) 324-4935
E-Mail Address howard.goodie@fairfaxcounty.gov

Company Clermont County, Ohio
Contact Person Ms. Linda Fraley, Auditor
Address 101 East Main Street
City Batavia State/Province/Territory OH
Country _____
Telephone (513) 732-7150
Fax # (513) 732-7226
E-Mail Address lfraley@clermontcountyohio.gov

Company Leon County, Florida
Contact Person Ms. Kathy Doolin, Assistant Property Appraiser
Address Courthouse Annex, 315 South Calhoun Street
City Tallahassee State/Province/Territory FL
Country _____
Telephone (850) 488-6102
Fax # (850) 922-7238
E-Mail Address kdoolin@leonpa.org

I, Abigail Diaz , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Abigail Diaz , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Tyler Technologies, Inc.

Electronically signed and certified at the date and time indicated by:
Abigail Diaz [ABIGAIL.DIAZ@TYLERTECH.COM]

Chief Legal Officer
Title

11/15/2019 11:26:54 AM
Date

On average, Tyler Technologies adds eleven (11) new clients each week and has a ninety-eight percent (98%) client retention rate.

Tyler Technologies' Appraisal & Tax Division has in the past five (5) years had one (1) Appraisal & Tax Division software client opt to terminate its relationship with Tyler Technologies for reasons other than non-appropriation or non-renewal. That decision was mutually agreed to by Tyler Technologies without either party admitting liability. That client, and the year in which the termination took effect is:

- 2014
 - Adams County, NE (Orion) - Adams County had multiple contracts with Tyler. In 2014, the County pursued termination under the contractual "termination for cause" provision. Tyler did not concede that a for-cause termination was appropriate, but agreed to the termination. The County remains a Tyler customer on other Orion modules.

In the past five (5) years, five (5) New World Public Safety clients have opted to terminate their relationship with Tyler for reasons other than non-appropriation or non-renewal. That decision was mutually agreed to by Tyler without either party admitting liability. Those clients, and the year in which the termination took effect, are:

- 2016
 - Great Falls, MT (remains an EnerGov & NWERP Customer)
 - O'Fallon, IL (remains a Tyler Customer on other software)
- 2019
 - Clayton Count, GA (Odyssey, SoftCode, Eagle and NWPS; remains a Brazos, e-Filing, Munis and A&T Client)
 - Anthony, NM (NWPS only; remains an LGD Customer)
 - Sacramento Regional Public Safety Communications Center, CA

**Code of Business Conduct and Ethics
of
Tyler Technologies, Inc.**

Tyler Technologies, Inc. ("Tyler") expects all officers, directors, and employees to exercise the highest degree of professional business ethics in all actions they undertake on behalf of Tyler. Accordingly, Tyler expects its officers, directors, and employees to act at all times in accordance with the policies outlined herein. These policies apply to all officers, directors, and employees, including, without limitation, Tyler's principal executive officer, principal financial officer, principal accounting officer, and all persons performing similar functions.

Any employee who has questions regarding these policies should contact their HR representative or Tyler's chief human resources officer. An employee should immediately report any violations of these policies to Tyler's chief human resources officer. The policies in this Code of Business Conduct and Ethics will be strictly enforced. Tyler will take appropriate disciplinary action with respect to those involved in any violations of these policies, including, where appropriate, dismissal. Tyler will not retaliate against an employee for reporting violations. This Code of Business Conduct and Ethics is not intended to affect the status of any employee or to enhance or diminish any employee's contract rights or rights under otherwise applicable law.

Anonymous Reporting of Accounting or Auditing Concerns

If any employee has any concerns about any accounting, auditing, internal audit controls, or related matter, they are encouraged to bring the matter to the attention of Tyler's audit committee chairperson. The audit committee is composed of three (3) or more members of Tyler's board of directors and assists the board in fulfilling its oversight responsibility to Tyler's stockholders, potential stockholders, the investment community, and others relating to Tyler's financial statements, financial reporting, and processes. The audit committee chairperson can be contacted in any of the following ways:

1. By phone at (866) 376-4128
2. By Internet at <http://www.openboard.info/tyl>
3. By mail at Tyler Technologies, Inc., Board of Directors, Audit Committee Chairperson, 5101 Tennyson Parkway, Plano, TX 75024.

Reports regarding accounting, auditing, or related matters will be kept strictly confidential. In addition, the employee or other person raising the issue is under no obligation to reveal their identity in connection with the reporting process. Please reference Tyler's Whistleblower Policy for additional information, including how to maintain anonymity in reporting.

Introduction and Purpose

This Code of Business Conduct and Ethics is designed to deter wrongdoing and promote the following:

- Honest and ethical conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Avoidance of conflicts of interest, including disclosure to the appropriate person identified herein of any material transaction or relationship that reasonably could be expected to give rise to such a conflict;
- Full, fair, accurate, timely, and understandable disclosure in reports and documents that Tyler files with, or submits to, the Securities and Exchange Commission and in other public communications by Tyler;
- Compliance with applicable governmental laws, rules, and regulations;
- Prompt internal reporting to the appropriate person identified herein of any violations of this Code of Business Conduct and Ethics; and
- Accountability for adherence to the policies contained in this Code of Business Conduct and Ethics.

General Principles for Business Conduct

- Tyler and its employee shall comply with all applicable legal requirements of any federal, state, local, or foreign jurisdiction where Tyler conducts business.
- The use of any Tyler assets for any unlawful or improper purpose is strictly prohibited.
- No undisclosed fund or asset shall be established or maintained for any purpose.

No false or misleading entries shall be made for any reason in Tyler's books, records, or other financial documents, or in any materials prepared for or submitted to Tyler's accountants or independent auditors, and no employee shall engage in any arrangement that results in such prohibited act. In addition, all employees dealing with or providing information or documentation to Tyler's accountants or independent auditors must provide complete and accurate information, and must immediately report any request, suggestion, or threat that they do otherwise to the chairperson of the Tyler audit committee, as outlined above under "Anonymous Reporting of Accounting or Auditing Concerns."

Just as Tyler expects all employees to speak honestly to clients, potential clients, and vendors, Tyler also expects all employees to display the same integrity in anything they write, whether for internal or external use. Therefore, all internal records, memoranda, and other documents must be accurate, complete, and truthful and must be maintained in that condition without any alteration, falsification, omission, or other change that would mislead someone reviewing the record about its original contents or meaning. Any employee who is asked or directed to engage in such prohibited conduct should immediately report it to their HR representative or Tyler's chief human resources officer, or if it concerns questionable accounting or auditing

matters, to the chairperson of the Tyler audit committee, as outlined above under "Anonymous Reporting of Accounting or Auditing Concerns."

Retaliation against any employee as a result of their bringing forward any questions, concerns, or complaints about accounting or auditing matters, recording of information, record retention, or any other matter concerning the honesty and integrity of Tyler's operations or financial reporting is strictly prohibited. Similarly, retaliation is prohibited against any employee who provides accurate information to any law enforcement agency about the commission of any state or federal offense. Any employee who feels that they have been retaliated against or threatened with retaliation for these reasons should immediately report it to Tyler's chief human resources officer, or if it concerns questionable accounting or auditing matters, to the chairperson of the Tyler audit committee, as outlined above under "Anonymous Reporting of Accounting or Auditing Concerns."

No payment on behalf of Tyler shall be approved without adequate supporting documentation or made with the intention or understanding that any part of such payment is to be used for any purpose other than as described by the documentation supporting the payment.

No Tyler confidential information shall be used or revealed within or outside of Tyler without proper authorization and purpose.

The use of Tyler employees, materials, or equipment for personal purposes is strictly prohibited, unless specifically authorized.

Compliance with established internal control procedures is required at all times.

Political Activities and Contributions

Tyler will not make any contribution to or for any political party, committee, or candidate for any public office. Any employee requested by another employee to contribute Tyler funds to a political party, committee, or candidate for public office should decline to do so and promptly notify their human resources representative or Tyler's chief human resources officer of the details of any such request.

Payments to Government Officials and Personnel

Tyler's relationships with governmental agencies and their personnel in any federal, state, local, or foreign jurisdiction where Tyler conducts business shall be conducted so that full disclosure of the conduct will not impugn or jeopardize Tyler's integrity or reputation. Accordingly, payments to government personnel, including gifts of substantial value or lavish entertainment, is strictly prohibited, whether the payment is made from personal funds or assets or those of Tyler, and whether made directly or indirectly through consultants, advisors, suppliers, clients, or other third parties.

Use of Agents and Others to Assist in Obtaining and Performing Contracts

From time to time, Tyler may elect to use special consultants, distributors, representatives, and agents to assist in obtaining or performing contracts. These representatives must be *bona fide* professional individuals or organizations, they must render *bona fide* services, and their compensation must be limited to a reasonable fee for their services. A representative may not be employed by Tyler if they are connected directly or indirectly to the prospective client or to an official or agent of a prospective client.

Conflicts of Interest

Tyler expects the undivided loyalty of its employees in the conduct of business. It is important that employees be free from any financial interests or other relationships that might conflict with the best interests of Tyler. Accordingly, each employee shall avoid any investment or other interest in any business that would conflict with the proper performance of their duties or responsibilities for Tyler, or which might interfere with their independence of judgment with respect to the transactions between Tyler and such other business.

While it is impossible to enumerate all situations in which possible conflicts might arise, the following are some examples:

- To give or receive gifts of more than token value that are in any way connected with the business relationship;
- To lend or borrow money or other assets from individuals or concerns that do business with or compete against Tyler, except banks and other financial institutions;
- To serve as an officer, director, employee, or consultant of, or receive any income from any enterprise doing business with or competing against Tyler, or seeking to do so, or to own an interest in or engage in the management of an organization providing services or products to Tyler, or to which Tyler sells, or with which Tyler competes, except when such interest (1) comprises publicly traded securities listed on a national securities exchange, NASDAQ, or the OTC margin list and (2) is not in excess of 5% of the securities of such company;
- To accept compensation from outsiders for services for which the employee is being paid by Tyler;
- To speculate or deal in materials, equipment, supplies, products, lands, leases, or property purchased or sold by Tyler, or for which negotiations to purchase, acquire, or sell are pending or may reasonably be anticipated, or to receive (other than from Tyler) any compensation, bonus, or commission in connection with any transaction relating to Tyler's business;
- To knowingly cause, directly or indirectly, Tyler to enter into a business transaction with a close relative of a Tyler employee or business enterprise of such relative;
- To knowingly buy or sell for the employee's own account or the account of a relative of a Tyler employee any security or other interest which Tyler may be considering buying or selling, or has decided to buy or sell, until Tyler's decision has been completely executed and publicly announced; and/or

- To transmit any knowledge of any consideration or decisions of any information that might be prejudicial to the interests of Tyler to any person, except as may be necessary for the proper discharge of the employee's responsibilities on behalf of Tyler.

If an employee finds that they have, or are considering the assumption of, a financial interest or outside relationship that might involve a conflict of interest, or if the employee has any doubt as to the proper application of this policy, they should promptly make all facts known to Tyler's chief human resources officer and refrain from any exercise of responsibility in any manner that might reasonably be considered to be affected by such adverse interest.

Protection of Confidential or Proprietary Information

Tyler's confidential and proprietary information is vital to its current operations and future success. Each employee shall use reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. In no event shall confidential information be disclosed or revealed within or outside Tyler without proper authorization or a permitted purpose. If an employee is uncertain whether certain information should be treated as confidential, the employee should presume that such information is confidential and not disclose it without confirmation that there is proper authorization or a permitted purpose.

By way of example, confidential or proprietary information includes information relating to Tyler's business methods, business plans, research, development, inventions, databases, systems, systems designs, technology, intellectual property, know-how, management, business development, operations, products, services, pricing strategies, client sources, employee records, terms and conditions of arrangements of any business or clients, client lists, methods of competing, financial statements, financial projections, financing methods, and other proprietary information.

Prohibition Against Insider Trading

Insider trading is the trading of Tyler stock while in possession of material "inside" or nonpublic information. This includes the purchase or sale of Tyler stock on the open market through a stockbroker of your choice or through an online brokerage account, the exercise of stock options and corresponding sale of the underlying stock, the sale of stock acquired through Tyler's Employee Stock Purchase Plan (following the applicable holding periods), or the short sale of Tyler stock. *The prohibition against trading other than during the trading window also encompasses the fulfillment of "limit orders" placed with a broker, and the brokers with whom any such limit order is placed must be so instructed at the time it is placed.* The prohibition does not, however, include the purchase of stock under the Employee Stock Purchase Plan pursuant to previously authorized payroll deductions.

In addition to the prohibition against trading, it is also a violation of the federal securities laws to disclose (or tip) material nonpublic information to another person who subsequently uses that information to their profit.

What is "material nonpublic information?"

In general, information is "material" if its disclosure to the public would affect an investor's decision to purchase or sell Tyler stock. It is difficult to describe all the types of material nonpublic information a Tyler employee may possess that could cause problems with trading or tipping others to trade Tyler stock. Some examples of material nonpublic information about Tyler include information or knowledge about the following events:

- Tyler's quarterly or annual earnings or other important financial information;
- Changes in previously disclosed financial information, including earnings estimates;
- Tyler has suffered, or is about to suffer, extraordinary losses or costs;
- Tyler has realized, or is about to realize, extraordinary earnings;
- Tyler is making changes in previously disclosed financial information;
- Tyler has entered into, or is about to enter into, an important contract with a client, or that such a contract has been terminated or is about to be terminated;
- A merger, acquisition, or takeover;
- Acquisition or sale of a company, a division, or a significant amount of assets;
- Tyler plans to declare stock splits, stock dividends, or cash dividends;
- Tyler becomes a party to major litigation;
- Tyler is making significant changes in management;
- Tyler plans to make significant changes in operations; and/or
- Tyler has achieved a milestone.

In most cases, employees should presume that information concerning any of these events is material. If an employee has any questions about what information is material, or whether the information has been disclosed to the public, they should contact Tyler's chief legal officer.

General Trading Limitations

All employees, officers, and directors must comply with the following restrictions:

1. They may not buy or sell Tyler stock during the period beginning on the first business day after the end of each fiscal quarter through the close of trading on the second full business day after release of the quarter's operating results to the public. This blackout period is intended to remove any appearance that you may have traded based on material nonpublic information concerning the financial results.
2. If, during times other than the blackout period referred to above, they possess material information (good or bad) that is unknown to the general public (in other words, information that they have not read in the newspaper, Tyler's press releases, or annual or quarterly reports, or seen publicly displayed on the bulletin boards around Tyler's facilities), then they are prohibited from buying or selling Tyler stock until after the close of trading on the second full business day after such material information has been released to the public.
3. They are prohibited from sharing material nonpublic information with others (friends, family, stock brokers, strangers) that buy or sell our stock or recommending that they trade or hold Tyler stock based on the material nonpublic information or at any time when the employee, officer, or director possesses material nonpublic information.

4. They may not give material nonpublic information to others, even if they are not buying or selling Tyler stock, without Tyler's permission. In other words, they may not give this information except where it is required in the performance of duties as an employee, officer, or director of Tyler and they have permission to do so.

These restrictions also apply to family members and others living in the household of the employee, officer, or director.

These general trading limitations are based upon U.S. securities laws. Compliance with these general rules should mean compliance with applicable U.S. laws, as well as the regulations of the New York Stock Exchange.

Property Rights

During and subsequent to employment by Tyler, an employee must disclose to Tyler all ideas, concepts, inventions, improvements, and discoveries, including those related to software, and any and all writings including those related to software, regardless of the media that are conceived, made, or reduced to practice by the employee, provided that such ideas, concepts, inventions, improvements, and discoveries arise from or relate to work done for or on behalf of Tyler, relate to Tyler's business, involve the employee's use of Tyler equipment, facilities, or time, or arise out of any information received regarding Tyler's business. It is each employee's responsibility to fully disclose to Tyler as promptly as available all information known or possessed by the employee concerning these property rights. Where appropriate, ideas or questions should be directed to Tyler's chief legal officer for patent, copyright, trademark, or trade secret protection.

Tyler Technologies' Appraisal & Tax Division provides systems and software that automate the appraisal and assessment of real and personal property, including record keeping, mass appraisal, inquiry and protest tracking, appraisal and tax roll generation, tax statement processing and electronic state-level reporting. These systems are image and video-enabled to facilitate the storage of and access to the many property-related documents and for the online storage of digital photographs of properties for use in defending values in protest situations. Other related tax applications are available for agencies that bill and collect taxes, including cities, counties, school tax offices, and special taxing and collection agencies. These systems support billing, collections, lock box operations, mortgage company electronic payments, and various reporting requirements.

Tyler Technologies' Public Safety Division provides public safety software that is a fully unified and comprehensive solution for law enforcement, fire and EMS, including 911/computer aided dispatch ("CAD"), records management, mobile computing, corrections management, Web-based information sharing and decision support. The modules are fully integrated, utilizing a common database and providing full functionality between modules, reducing data entry. The software provides fast, efficient dispatching, and quick access to records, reports and actionable information from an agency's database.

Please also see attached 2018 Annual Report.



TYLER TECHNOLOGIES ANNUAL REPORT 2018

Connecting the Data That Connects Us All

Meet the data-driven community

From the youngest school student to the everyday resident to community leaders, we all create and consume data as part of our daily lives.

For the public sector, this data can be a valuable tool to better understand the needs of constituents, focus limited resources where they can do the most good, and improve the way services are delivered.

As the leading software provider for the public sector, Tyler has solutions that collect, create, and manage data to power the performance of governing agencies and departments. In 2018, we made a significant investment in the ability of our clients to maximize their use of data. By taking data analysis, process integration, and citizen engagement to the next level, we're able to help our clients drive deeper insights, greater efficiency, and smarter outcomes.

20 years

In 1998, Tyler began executing its strategy to build the leading company focused on the unique software needs of local government.

To our fellow shareholders

A MESSAGE FROM PRESIDENT & CEO LYNN MOORE JR.

Tyler experienced another year of double-digit growth and strong financial results, with 2018 being notable as a year with a high level of strategic investment in acquisitions, research and development, and stock repurchases. Our steady growth continues to validate our long-term strategy of providing best-in-class software solutions for the public sector backed by investments that solidify and expand our market leadership.

Tyler's revenue topped \$900 million for the first time, while the fourth quarter represented our 29th consecutive quarter of double-digit growth. GAAP revenue rose 11.2 percent to \$935 million, while non-GAAP revenue increased 11.6 percent to \$940 million. GAAP net income for the year was \$147 million, or \$3.68 per diluted share, down 13 percent. The decline was primarily due to the one-time tax benefit associated with the Tax Cuts and Jobs Act that was recognized in the fourth quarter of 2017. Non-GAAP net income for the year was \$193 million, or \$4.80 per diluted share, up 24.6 percent. Even as we increased our R&D spend by 33.7 percent, cash provided from operations grew 27.8 percent over 2017 to reach a new high of \$250 million, while free cash flow grew 45.9 percent. We ended the year with a record high backlog of \$1.25 billion, up 1.7 percent.



Our win rates were strong across our solution suites, with many of the year's most significant deals composed of multiple Tyler solutions or existing clients deepening their Tyler relationships. Among these were Lubbock County, Texas, with a \$10 million multi-suite contract including our ERP, public safety, and courts & justice solutions; Loudoun County, Virginia, a long-time client who added EnerGov™ civic services solutions for \$7 million; and Anchorage, Alaska, upgrading its tax system to the iasWorld® Integrated CAMA and tax billing and collections solution for \$3.6 million.



Consecutive quarters of double-digit growth



Increase in R&D spend



Cash provided by operations

Comprehensive solutions, comprehensive results

Tyler's approach to delivering software continues to distinguish us from competitors by offering clients the choice for accessing solutions in the way that makes the most sense for them, whether through on-premises, software as a service, or hybrid arrangements. In 2018, our software revenue was split between license and maintenance revenues of \$478 million and subscription revenue of \$221 million.

That said, we continue to see a long-term shift to the cloud by the public sector, albeit at a slower pace than the private sector. The cloud represents our fastest-growing revenue stream, with subscription revenues increasing 36.1 percent over 2017, and we've now achieved a greater than 20 percent growth in subscription revenue in 47 of the past 52 quarters. For the year, subscriptions made up 41 percent of total contract value for new software arrangements.

Although the gradual shift to more subscription arrangements creates a near-term headwind to revenue growth, it provides a long-term opportunity for higher revenues over the life of a client relationship. In addition, our bookings growth in 2018 was pressured by our intentional reduction of the initial term for most of our new software subscription contracts, as the weighted average term of new software agreements was 3.9 years in 2018, down from 5.2 years in 2017.

We continue to see a long-term shift to the cloud by the public sector, albeit at a slower pace than the private sector.

Software Revenues



License & maintenance revenue



Subscription revenue

New Cloud Contracts



Percent of total contract value of new software arrangements

Up 4% over 2017

Investing in the future

Our balance sheet has never been healthier, as we finished the year with \$232 million in cash and investments and zero debt, even after investing a total of \$328 million in cash for acquisitions and stock repurchases. Thanks to our financial strength, Tyler remains ideally positioned to make a variety of investments designed to deliver future growth and long-term shareholder value.

We remain diligent in proactively seeking out strategic acquisitions of market leaders to broaden our capabilities, strengthen our competitive position, and expand our addressable market. As we approach a billion dollars in annual revenues, our target of double-digit revenue growth becomes increasingly challenging, and continued achievement of our targets depends on healthy growth supplemented by strategic acquisitions. We completed five acquisitions during 2018, highlighted by the addition of Secraia, Inc. for \$150 million in cash — our second largest acquisition on record — along with four much smaller acquisitions that strengthen our product offerings.

Last year was also a year of elevated internal investment, with our R&D spend increasing 33.7 percent to \$62.3 million. These product development efforts span our product suites as we add a number of new features and applications that will further solidify our market leadership, while responding to the ever-changing needs of our clients.

We also utilized our balance sheet to resume our stock buyback activity, repurchasing approximately 781,000 shares in 2018 for an aggregate purchase price of approximately \$150 million. This exceeded the amount spent on buybacks in the prior six years combined and reflects our confidence in the company's future.

Total Growth

\$935 million 2018 GAAP REVENUES

11.2% increase from 2017

Through smart investments, fiscal discipline, great products and people, and unparalleled client service, we continue to fulfill our mission of empowering the people who serve the public, while continuously strengthening our market leadership.

Leading experience

In May, John Marr assumed the role of executive chairman of the board, while I was appointed chief executive officer. My added responsibilities continue the transition of day-to-day operational oversight that began in January 2017 with my appointment as president. Since that time, my role has grown to working with operational groups, direct leadership, and all aspects of Tyler operations.

As executive chairman, John continues to be actively involved in the company's management, engaging with Tyler's leadership team, as well as investors and clients. These new roles are a natural extension resulting from 13 years of a strong working partnership.

Looking ahead

This year's success was the result of the commitment Tyler made 20 years ago to singularly focus on the needs of the public sector. Through smart investments, fiscal discipline, great products and people, and unparalleled client service, we continue to fulfill our mission of empowering the people who serve the public, while continuously strengthening our market leadership. All of us at Tyler look forward to working together to make this year only the beginning of much greater success.

H. Lynn Macre Jr.
President & Chief Executive Officer
March 21, 2019

\$935 million +11.2%

\$940 million +11.6%

\$221 million +28.1%

23.6% +1.1%

16.3%

26.6%

+1.7% \$1.25 billion

\$960 million

\$147 million \$3.68

+24.6% \$193 million \$4.80

2018 Financial Year in Review



YEAR ● 2018 ● 2017 ● 2016

2018 Year in Review

Tyler is the largest software company in the nation solely focused on the public sector. We have implemented more than 21,000 installations in more than 10,000 local government agencies, schools, and other public organizations to help manage revenue, ensure public safety, deliver justice, administer finances, manage school transportation, and enable the thousands of other tasks for which the public sector is responsible. Healthy communities rely on local government, and Tyler helps local government to work smoothly.

In 2017, we announced our Connected Communities vision for empowering seamless connections between citizens and government, connecting data across geographic boundaries and processes between agencies. By working to connect applications and data across multiple departments and jurisdictions, we seek to improve the way local governments serve their constituents, increase employee efficiency, and heighten citizen engagement.

In 2018, we made progress in bringing our Connected Communities vision closer to reality. Thanks to our strategic acquisitions, product innovation, and a singular focus on client success, we helped local governments become more data-driven and better connected while creating significant shareholder value.

About Tyler Technologies

4,600+ Employees | 30+ Offices | 42 Product Suites



Revenue by Solution Area



- ERP/FINANCIAL 41%
- COURTS & JUSTICE 23%
- PUBLIC SAFETY 12%
- APPRAISAL & TAX 10%
- CIVIC SERVICES 4%
- K-12 SCHOOLS 3%
- LAND & OFFICIAL RECORDS 3%
- DATA & INSIGHTS 2%



Accelerating innovation through acquisitions

The future of a community will be determined, in part, by the way it uses data to power and improve its services. The more it can bring data together, the better it can understand the story the data is trying to tell, using the data to make smarter decisions and drive desired outcomes.

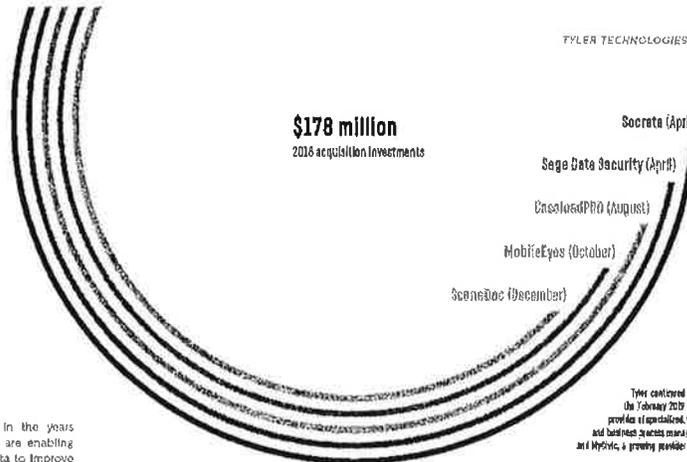
To further meet the public sector's growing need for connected data, we made five acquisitions, four of which provide native cloud applications. Each uses data in different ways to help the public sector improve performance, protect citizens, gain valuable insights, and extend citizen engagement. While this year represented a heightened level of M&A activity for Tyler, we continue to seek acquisition opportunities, as our strong financial position gives us the ability to act when we find companies that fit our strategic vision at reasonable valuations.

In April, we acquired Seattle-based Socrata, Inc. for \$150 million in cash, representing our second-largest acquisition until being surpassed by MitoPact in February 2019. Socrata is the industry leader in open data and data-as-a-service solutions for government, providing cloud-based data integration, visualization, analysis, and reporting solutions. With this acquisition, Tyler created a new Data & Insights Division that will work across all Tyler solutions so that our broad footprint of clients can make data discoverable, actionable, and meaningful. The data sharing and analytical capabilities of the Socrata platform will play a key role in accelerating and advancing our

Connected Communities vision in the years ahead. Our combined offerings are enabling public sector leaders to use data to improve program outcomes at the city, county, and state levels, in addition to the prominent federal clients served by the Data & Insights team.

In the time since we acquired Socrata, the team has been hard at work launching new products and integrating its technology into Tyler's other solutions to help clients get more out of data. For example, the Socrata Connected Government Cloud™ lets citizens collect data from different departments or jurisdictions to create a single source of business intelligence, while Open Finance™ integrates with Tyler's financial solutions to help citizens understand how their government is collecting and spending revenues.

In April, we acquired cybersecurity firm Saga Data Security LLC, whose unique cybersecurity services are being used to further protect our clients' investments in Tyler solutions. Sage's nDiscover™ gives us the ability to help the public sector manage data security issues as cybersecurity threats grow in scope and sophistication. Prior to the acquisition, we were greatly impressed by Sage as one of its customers, since acquiring Sage,



Tyler continued acquisition activity into 2019 with the February 2019 acquisition of MitoPact, a leading provider of specialized, multi-utility infrastructure management and business process management applications for government, and iMythic, a growing provider of citizen engagement applications.

we have successfully piloted a new cybersecurity offering with several public sector clients and expect to begin to expand its usage throughout our client base in 2019.

In August, we acquired CaseloadPRO, whose comprehensive probation case management system is being used to help strengthen Tyler Alliance — our suite of applications connecting public safety and justice processes from dispatch through disposition. The product, now known as Tyler Supervision™, helps probation and other judicial departments efficiently track and manage probationers and parolees, filling an important gap in our portfolio.

In October, we acquired MobileEyes, whose solution for fire suppression and fire prevention strengthens our public safety and civic services solutions. MobileEyes™ is used by fire prevention agencies, building departments, and sprinkler and alarm contractors to perform custom inspections,

produce professional reports, and quickly communicate findings to the right constituents.

In December, we acquired SceneDoc, whose solution enables mobile-powered field reporting for law enforcement agencies through the field capture of data, electronic notes, and multimedia from smartphones, tablets, wearables, and task-specific apps, along with secure storage and access to and from the cloud.

We continue to use our ongoing whitespace analysis to guide our priorities for expanding our product offerings and growing our addressable market, either through internal product development efforts or by acquiring best-in-breed products that complement and strengthen existing offerings in our portfolio. We then further invest in those businesses to integrate their products with our existing solutions while leveraging our sales team and client base.

TYLER TECHNOLOGIES ANNUAL REPORT 2018

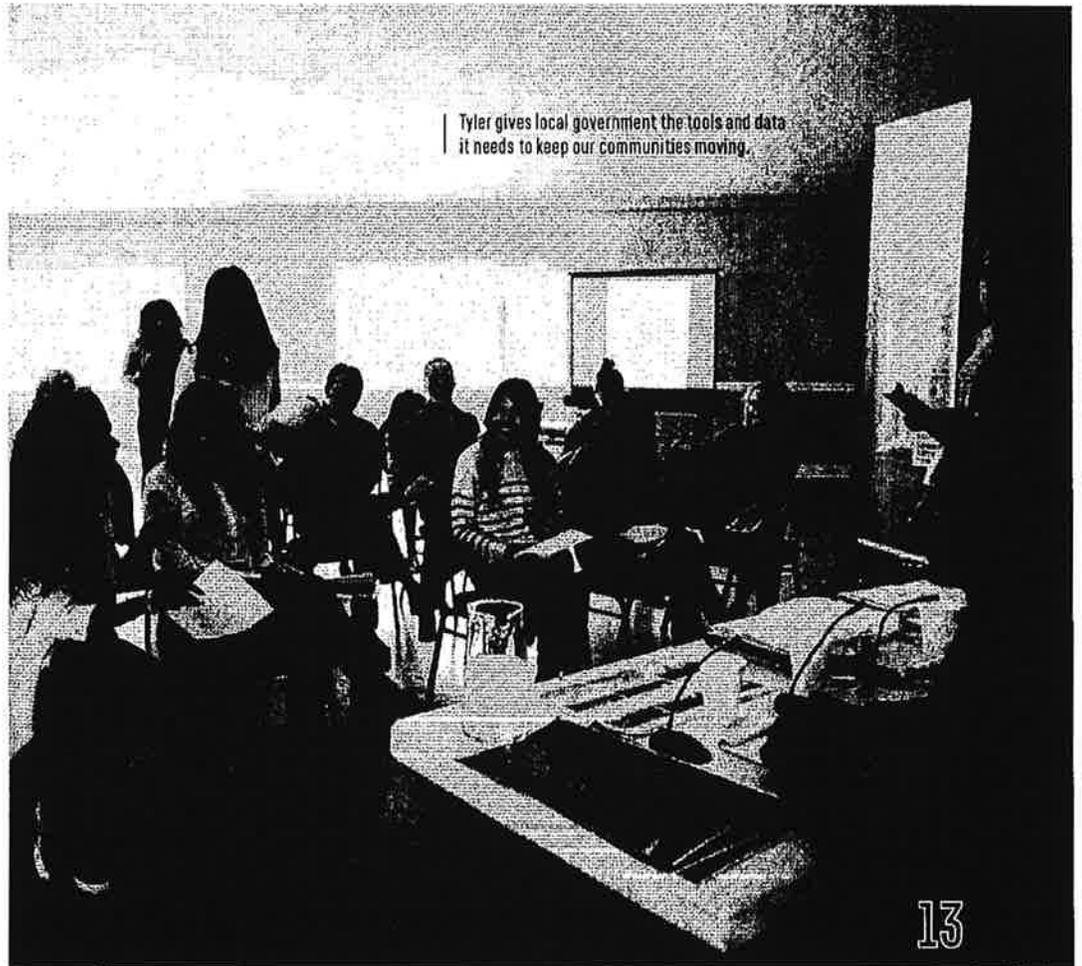
Supporting the people who support our communities

So much of what makes a community run smoothly is the work of public administration. These are the people and departments that help build, finance, manage resources, and provide civic services to our communities. Our products act as the operating systems for local government, with solutions like Muniis® managing core functions like financial, human resources, and procurement; FreeGov™ managing land use, business, and regulatory processes; and InaWorld managing property valuations and tax collections. As an example, this year more than 1,800 clients used Muniis to work smarter while better serving their constituents.

4.3 million

Users of Tyler's services to submit payments, apply for permits, file court documents, or perform other online functions.

12



Tyler gives local government the tools and data it needs to keep our communities moving.

13

New products, new opportunities

Our core ERP applications continue to provide the foundation for our success, accounting for more than 40 percent of our revenue. The strength of these more mature products gives us the flexibility to pursue our R&D investments and give them the time needed to grow. This year we spent more than \$63 million — a 34 percent increase over 2017 — on projects spanning across our verticals. While our R&D spending has contributed to short-term pressure on our margins in the past two years, this record level of investment allowed us to further develop the new features and applications necessary to remain a leader across our verticals while extending into new markets. As with our acquisitions, much of our R&D reflects our long-term focus on the cloud and connecting Tyler products more closely together.

\$63 million R&D expense

34% increase over 2017

14



Notable project launches in 2018 included:

Tyler EAM

Launched in April, our enterprise asset management (EAM) solution provides public sector organizations a complete view of its assets from procurement to maintenance to retirement. Tyler EAM™ is the only EAM system available today that integrates seamlessly with our enterprise resource planning (ERP), community development, utility billing customer information system (CIS), and incident management systems, increasing the overall value of a community's investment in Tyler products.

Socrata Connected Government Cloud

In May, we launched the Socrata Connected Government Cloud to give government workers a single source of trusted data they can use to measure and analyze performance across multiple departments and programs, including financial, civic services, and public safety solutions.

Traversa Multi-District Model

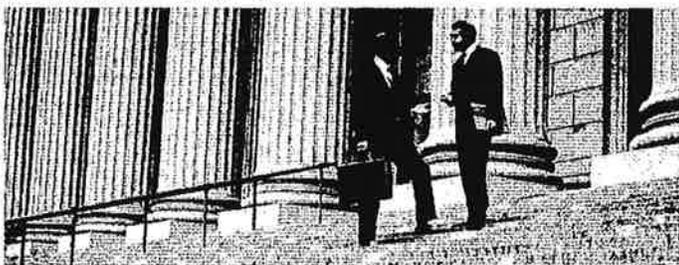
In July, we announced the Multi-District Model version of our popular transportation management software, enabling large student transportation service providers to easily centralize operators for all of their locations or regions within one app.

New World Enterprise Records for Public Safety

Also in July, we added a browser-based records management solution to our New World public safety solution, enabling public safety agencies to capture, process, analyze, and act on information quickly. Enterprise Records shares mission-critical data between applications with fully integrated workflow.

New World ShieldForce

Launched in October, this mobile-first application gives first responders, command staff, and patrol officers access to real-time, mission-critical computer-aided dispatch (CAD) data at the scene through smartphones, tablets, and watches.



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Today's investments drive long-term growth

Unlike some other technology companies, our acquisitions and R&D investments are focused on our long-term success. Because of the time required to fully incorporate investments into our portfolio, along with a sales and RFP process for the public sector that can take months or even years, many investments we make today may not generate a return for several years. While we look forward to celebrating the success of this year's investments in future reports, we should also take the opportunity to appreciate past investments that began to bear fruit in 2018.

- Since the acquisition of ExecuTime in mid-2016, efforts have been focused on improving integration with the Tyler portfolio to provide a more comprehensive offering to clients. In 2018, 30 percent of all new Multi-Human Capital Management™ agreements included ExecuTime™.
- Acquired in 2017, our online dispute resolution solution Modria® went live with an implementation that represented its first integration with the Odyssey® court case management system. In April, Clark County, Nevada, added Modria to give its citizens and courts an alternative option for completing divorce mediation requirements. More than 50 percent of filers used the Modria solution as a part of a pilot project. With half of those using Modria all the way through the final mediation process. This sped up the resolution of these cases while allowing the courts' mediators to spend more time facilitating more complex or contentious cases. The success of this pilot led to a decision for mandatory use in 2019.
- New World CrewForce® and ShieldForce™ are Tyler's latest mobile-first applications designed and developed for fire and law enforcement. Each product brings the power of computer-aided dispatch (CAD) information to the hands of first responders via smartphones, tablets, and vehicles. Since being released in the spring of 2017 and fall of 2018, respectively, more than 2,500 individual user licenses have been sold for CrewForce and ShieldForce.
- Launched in 2017, our case records portal reSearch® provides attorneys, judges, and consultants a more efficient way to access important case records and documents at any time and on any device. This year, the reSearch solution was added by the states of Texas, New Mexico, and Georgia, joining the initial launch by courts in Illinois.



Building products and relationships in equal measure

Our financial success is directly connected to the operational success of the local governments across the country and around the world that rely on our products. Our 96 percent client retention rate speaks to the value of both our products and our expertise.

Not only do our clients stay, but they are often a source for growth. New business frequently comes from cross-sell or add-on sales opportunities, while many clients are users of more than one Tyler solution.

Time and again, we've found that a client who trusts us to manage one process, such as fund accounting, 911 dispatch, or school transportation, is more likely to trust us with another, like student records, appraisals, or court case management, opening the door for future growth. As we continue to more closely integrate our products and provide comprehensive tools for managing and analyzing client data, our clients will have more incentive to continue to invest with Tyler and add other Tyler solutions to their technology portfolios. Expanding our relationships with our existing clients and increasing the number of multi-product clients represent a major growth opportunity in the coming years as we continue to build out our common digital infrastructure.



Protecting communities by connecting data and processes

To help keep our communities safe, our courts and public safety solutions are used by judges, prosecutors, defenders, jails, police and fire departments, and probation officers to share data, minimize errors, eliminate redundancies, and provide citizens with greater access to justice. Even if it's just for a speeding ticket. For example, this year we implemented our Odyssey Case Manager™ software at Los Angeles Traffic Court for 850 users at 20 locations -- one of our largest go-lives ever.

COURTS & PUBLIC SAFETY SOLUTIONS

Tyler provides jurisdictions the information and access required to deliver justice swiftly.



U.S. population in jurisdictions using Odyssey to manage courts



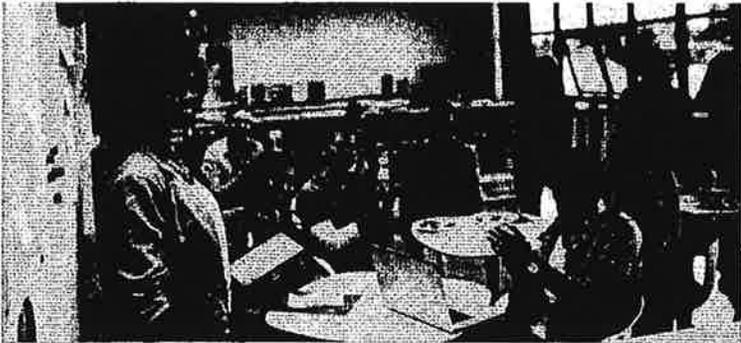
Odyssey users (including e-filing)



Pages filed electronically annually using Odyssey File & Serve



All dispatch centers in Pennsylvania using New World Enterprise CAD



Improving our connection to our clients

In addition to investing in strategic acquisitions, new products, and creating a common foundation for our solutions, we continually invest in other areas of our business that can help us better serve our current and prospective clients.

This year our user-driven support portal, Tyler Community, grew to more than 55,000 members as users from jurisdictions across North America crowdsourced best practices and solutions. Tyler University, our online education and training tool, added 1,104 new modules of content to help users improve skills and learn about new features, while in November we expanded the Socrata Data Academy to teach government leaders and data specialists how to gain insights from data to affect change in their communities.

Along with our client support platform, we made a significant investment this year in our external support and outreach platform through the

development and launch of a new corporate website. The new site helps current and prospective clients and investors navigate the site more easily, accessing content that is relevant to their interests.

Each year we reinforce client connections through our annual Tyler Connect user conference, and in 2018 we met in Boston. With 54 educational tracks and more than 1,000 training classes over a three-day period, clients engaged in discussions on a number of industry topics, such as citizen transparency, privacy and security, cloud solutions, and data analysis. The 2018 conference hosted more than 4,600 clients from all 50 states and D.C., as well as six Canadian provinces.

4,600 Connect 2018 client attendees | **55,179** Tyler Community members | **147,735** Tyler University online courses completed

Community is always a smart investment

Our commitment to local communities extends far beyond our products. One in every three Tyler employees worked in the public sector before joining our team. Our passion for public service not only informs the work we do for our clients, but inspires us to invest back into the community whenever possible.

Tyler employees generously contributed their time and money this year to nonprofit organizations in the communities where we live and work. Thanks to our employees, charities were able to feed the hungry, fund STEM education for at-risk children, support families in need, and more. In addition, our nonprofit Tyler Foundation provided funding for organizations across the country to improve health, human services, and technology education.

Due to natural disasters, 2018 was an especially challenging year for many of the clients we serve. We worked with hundreds of communities facing hurricanes, wildfires, tornadoes, flooding, and other disasters to ensure they had the data and support needed to coordinate services, inform constituents, and save lives. For example, our engineers developed a real-time map showing the locations of emergency shelters and other flooding in response to Hurricane Michael, which devastated large portions of the southeastern United States, while our disaster recovery team ensured stricken communities were able to access their data even when government offices were damaged or destroyed.

\$1.1 million
Tyler Foundation charitable contributions over the past 5 years



Empowering insight from outside the jurisdiction

Our Data & Insights solutions are integrated across our solution areas to empower communities with a single source for financial, performance, and human data. An example of the potential of connected data can be seen with the recent adoption of the Socrata Connected Government Cloud by the Metropolitan Transportation Commission (MTC) in San Francisco, California. The MTC will be able to deliver data from more than 100 jurisdictions around the Bay Area into a single, self-service website that employees and residents can use to analyze the impact of transportation on affordable housing, climate change, and more.



Tyler brings data together from across departments for a true picture of the community.



• **Unified Data Platform**
• **Advanced Analytics**
• **Real-time Reporting**
• **Self-service Data Access**

Building the team that builds our business

In addition to naming Lynn Moore Jr. as CEO and John Marr Jr. as executive chairman of the board, another notable change to our leadership team was the addition of Kelley Shimansky as our new chief human resources officer. Kelley assumed the role from Bob Sansone, who retired after 23 years with Tyler.

Part of Kelley's mission will be continuing to provide the best environment for our people to serve our clients in a highly competitive job market; our talented team members continue to see Tyler as a top employer, with an average employee tenure of more than 7.5 years. This tenure means our clients continue to be served by experienced professionals who are familiar with meeting the challenges of the public sector.

460

New team members added in 2018

11.8% increase over 2017



Lynn Moore Jr. and John Marr Jr.

Finding and attracting talented employees is a challenge for every company in today's economy, and while Tyler's no different, we work hard to attract great people to power Tyler's continued success. As always, a key part of our recruiting strategy is to provide great benefits and a top work environment. This year, Tyler was again recognized on multiple "Best Places to Work" lists. In addition to being named to *Forbes*' "Best Employers for Women" and "Best Employers for Diversity" lists, our robust

internship program helps us source talent from top schools in markets across the country, while our improved career page on our new website makes it easier than ever for job seekers to explore open positions. Finally, our employee referral program helps us identify candidates who will be compatible with our culture and passion for serving the public sector. As a result of our efforts, we were able to grow our workforce by 11.3 percent in 2018, adding more than 460 new team members.



From left to right: Greg Bostan, Angela Diaz, Dawn Woodhull, John Marr Jr., Lynn Moore Jr., Brian Hillier, Steve Josephson, Jeff Green, Samantha Crossley, Brett Taylor, Blake Sebastian, Andy Fried, Kelley Shimansky, Bruce Seltman, Michael Gault, Matt Black, Kevin Hewitt.

100/100

Worst Best Places to Work

Utah, TX, Dallas, Fort Worth, TX, NY, MI, MA, VA

Top 100

2018 BestTech
500 List

Finalist

2018 Tech Talent
Award Top 100 Corporate
Innovation

#93

Entrepreneur's 2018 Franchise
500 (ranked 93rd)
List for 2018

7

Years on *Forbes*'
"Best Small
Company" List

3

Years on *Forbes*' "Most
Promising Companies
in America" List

Working to make schools work smarter

Because of their responsibility for the safety and success of our children, school districts turn to Tyler to help manage the day-to-day needs of students and the adults who support them. One example of our continued innovation in this area is the 81 new features and enhancements we added to Tyler SIS Student Info™ such as the integration of popular learning management systems like Google Classroom™ and Canvas™. In doing so, we've created the industry's most powerful mobile-capable portal for making data more accessible and transparent for districts, teachers, students, and parents.

5,000

School districts using Tyler school solutions for financial, transportation, and student information systems

46

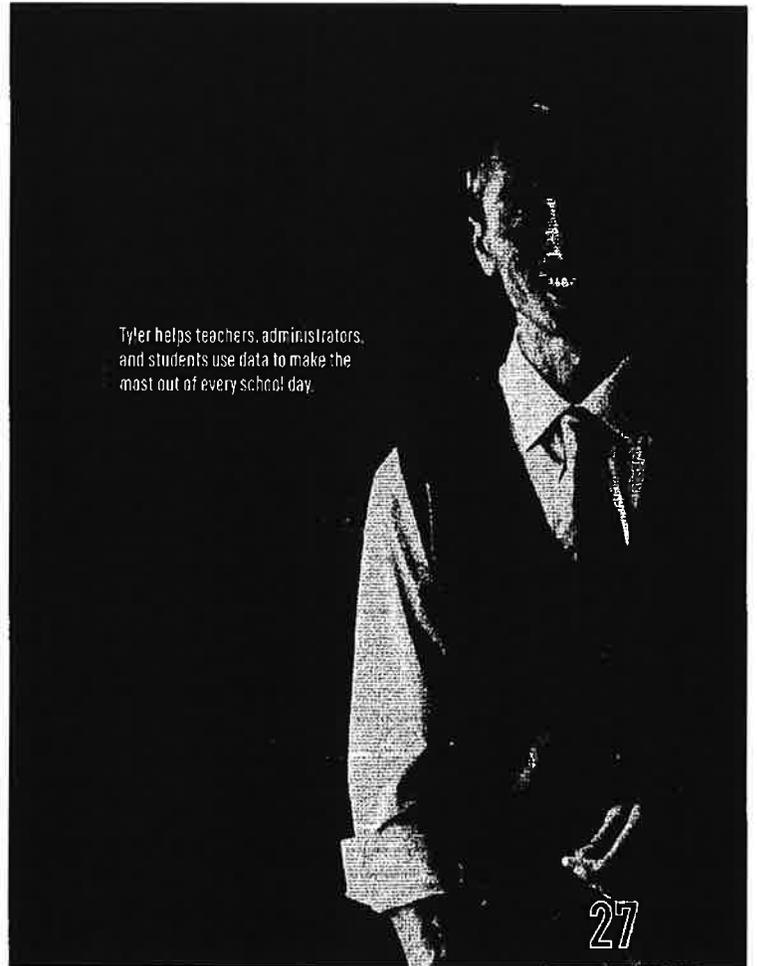
U.S. states and 8 Canadian provinces with districts using Tyler to manage student transportation

1,189,469

Students served by districts using Tyler SIS for student information management



26



Tyler helps teachers, administrators, and students use data to make the most out of every school day.

27

Connection makes a community

Data-driven innovation has the ability to fundamentally change the way our communities work, but only if people have the support and tools they need to analyze, understand, and act on this data. Public sector leaders, their employees, and their constituents can now interact with information in a way that improves service, reduces frustration, and increases transparency. We're proud to be the company that is leading the public sector toward a world powered by data-driven insights.

Our investments, our solutions, and our people combined to make 2018 our strongest year yet. As pleased as we are with the success we experienced this year, we believe that the people, products, and strategy we have in place will allow us to look back at the investments we made in 2018 as valuable contributions to the foundation for greater success to come.



2018
Financial
Information

Reconciliation of GAAP to NON-GAAP Financial Measures (Unaudited)

	2018	2017	2016	2015	2014
Reconciliation of non-GAAP total revenues					
GAAP total revenues	\$433,790	\$440,859	\$353,840	\$501,202	\$493,101
Non-GAAP adjustments:					
Add: Write-downs of acquisition-related deferred revenue	4,000	663	15,053	3,186	—
Add: Amortization of acquired leases	428	444	444	37	—
Non-GAAP total revenues	\$438,218	\$441,966	\$372,337	\$514,425	\$493,101
Reconciliation of non-GAAP gross profit and margin					
GAAP gross profit	\$439,576	\$339,377	\$358,188	\$277,387	\$231,371
Non-GAAP adjustments:					
Add: Write-downs of acquisition-related deferred revenue	4,000	663	15,053	3,186	—
Add: Amortization of acquired leases	428	444	444	37	—
Add: Share-based compensation expense (included in cost of revenues)	13,588	9,415	3,549	3,280	1,177
Add: Amortization of acquired software	22,932	21,681	22,255	4,440	1,438
Non-GAAP gross profit	\$480,564	\$401,580	\$403,499	\$298,330	\$237,026
GAAP gross margin	101.3%	77.0%	103.0%	55.3%	46.8%
Non-GAAP gross margin	111.9%	90.8%	108.4%	58.2%	48.1%
Reconciliation of non-GAAP operating income and margin					
GAAP operating income	\$102,412	\$162,768	\$107,550	\$188,843	\$64,822
Non-GAAP adjustments:					
Add: Write-downs of acquisition-related deferred revenue	4,000	663	15,053	3,186	—
Add: Amortization of acquired leases	428	444	444	37	—
Add: Share-based compensation expense	13,588	9,415	3,549	3,280	1,177
Add: Employee portion of payroll tax related to employee stock transactions	1,414	1,102	1,091	1,554	514
Add: Acquisition-related costs	—	—	—	5,875	—
Add: Amortization of acquired software	22,932	21,681	22,255	4,440	1,358
Add: Amortization of customer and trade name intangibles	15,211	13,281	13,238	1,936	4,548
Non-GAAP adjustments subtotal	\$57,573	\$48,586	\$59,635	\$30,378	\$17,532
Non-GAAP operating income	\$160,000	\$211,354	\$167,185	\$219,221	\$82,354
GAAP operating margin	23.6%	36.5%	30.4%	37.7%	13.1%
Non-GAAP operating margin	36.5%	47.8%	44.8%	42.8%	16.5%
Reconciliation of non-GAAP net income and earnings per share					
GAAP net income	\$147,862	\$183,097	\$113,701	\$61,869	\$50,610
Non-GAAP adjustments:					
Add: Total non-GAAP adjustments to operating income	49,787	74,624	51,932	11,131	21,237
Less: Tax impact related to non-GAAP adjustments	(20,454)	(18,548)	(24,955)	(11,313)	(25,639)
Non-GAAP net income	\$177,195	\$239,173	\$140,678	\$61,687	\$46,208
GAAP earnings per diluted share	\$ 3.56	\$ 4.32	\$ 2.81	\$ 1.27	\$ 1.06
Non-GAAP earnings per diluted share	\$ 4.00	\$ 5.34	\$ 3.58	\$ 2.54	\$ 2.02
Detail of share-based compensation expense					
Cost of software services, maintenance and subscriptions	\$ 13,588	\$ 9,415	\$ 3,549	\$ 3,280	\$ 1,177
Selling, general and administrative expenses	29,152	22,002	23,199	16,882	12,442
Total share-based compensation expense	\$ 42,740	\$ 31,417	\$ 26,748	\$ 20,162	\$ 13,619

(a) Restricted to reflect the impact of the adoption of Accounting Standards Update (ASU) ASU No. 2014-09, Revenue from Contracts with Customers in fiscal year 2018. Refer to Note 1 "Summary of Significant Accounting Policies" for further discussion.

Stock Market Data

Our common stock is traded on the New York Stock Exchange under the symbol "TYL." At December 31, 2018, we had approximately 1,262 stockholders of record. Most of our stockholders hold their shares in street name; therefore, there are substantially more than 1,262 beneficial owners of our common stock.

The following table shows, for the calendar periods indicated, the high and low sales price per share of our common stock as reported on the New York Stock Exchange.

	High	Low
2017		
First Quarter	\$164.86	\$142.75
Second Quarter	171.09	152.00
Third Quarter	182.19	166.14
Fourth Quarter	181.22	168.12
2018		
First Quarter	\$274.32	\$176.93
Second Quarter	283.31	260.81
Third Quarter	252.47	219.29
Fourth Quarter	266.82	213.28

We did not pay any cash dividends in 2018 or 2017. Our bank credit agreement contains restrictions on the payment of cash dividends. We intend to retain earnings for use in the operation and expansion of our business and do not anticipate paying a cash dividend in the foreseeable future.

Selected Financial Data

	2018	2017 ^(a)	2016 ^(a)	2015 ^(a)	2014
(In thousands, except per share data)					
STATEMENT OF OPERATIONS DATA:					
Revenues	\$ 331,762	\$ 340,993	\$ 359,890	\$ 351,022	\$451,191
Cost and expenses:					
Cost of revenues	435,194	441,592	462,892	312,835	293,730
Selling, general and administrative expenses	207,465	175,914	165,176	133,387	163,260
Research and development expenses	83,214	47,924	43,734	23,922	23,743
Amount of cost and expense in excess of revenues	387,973	214,582	208,802	111,944	132,987
Operating income	(56,211)	(73,589)	(48,912)	(30,922)	(17,796)
Other income (expense), net	3,318	438	(1,398)	281	(333)
Income before income taxes	(52,893)	(73,151)	(50,304)	(28,641)	(18,130)
Income tax (benefit) provision ^(b)	4,418	18,136	21,857	42,535	23,327
Net income	(48,475)	(55,015)	(28,447)	(71,176)	(41,457)
Net earnings per diluted share	\$ (0.38)	\$ (0.42)	\$ (0.22)	\$ (1.17)	\$ (0.85)
Weighted average diluted shares ^(c)	127,423	132,246	129,951	60,852	48,401
STATEMENT OF CASH FLOWS DATA:					
Cash flows provided by operating activities ^(d)	\$ 156,270	\$ 195,755	\$ 191,499	\$ 134,227	\$140,439
Cash flows used by investing activities	(72,354)	(65,955)	(50,720)	(38,459)	(11,355)
Cash flows (used) provided by financing activities ^(e)	(4,915)	33,415	138,076	51,242	(3,453)
BALANCE SHEET DATA:					
Total assets	\$ 1,190,963	\$1,611,561	\$1,378,532	\$1,386,570	\$569,812
Revolving line of credit	—	—	13,086	68,000	—
Shareholders' equity	\$ 324,816	\$ 1,191,236	\$ 984,646	\$ 858,857	\$ 335,373

(a) Reflects the impact of the adoption of Accounting Standards Update ("ASU") ASU No. 2014-09, *Revenue from Contracts with Customers* in fiscal year 2018. Refer to Note 1 "Summary of Significant Accounting Policies" for further discussion.

(b) 2018 includes the significant impact of the enactment of the Tax Cuts and Jobs Act ("TCJA"). The most significant impact of the TCJA to us is the reduction in the U.S. federal corporate income tax rate from 35% to 21%. The impact of the TCJA on our 2018 income tax provision is a \$4.4 million decrease in our 2018 tax benefit due to the implementation of the new tax rate. Refer to Note 7 "Income Tax" for further discussion on the impact of the TCJA.

(c) During 2016, we only adopted ASU No. 2016-09 *Employee Share-Based Payment Accounting* requiring the recognition of issuer tax benefits for tax deductions as a component of income tax expense. These benefits or deductions were historically recognized in equity. As the standard requires a prospective method of accounting, our net income in 2016 includes a \$23.6 million income tax benefit due to the adoption of ASU that did not occur in the comparable period presented above. In 2015, ASU No. 2016-09 modified the method of calculating diluted shares resulting in the inclusion of 539,000 additional shares in our diluted earnings per share calculation, which is not comparable to the other Tyler periods presented. The adoption of ASU No. 2016-09 also requires the return tax benefits, previously presented as financing activities, to be classified as operating activities. An retrospective adoption for this component of the standard is not available, we have adjusted all periods presented above to reflect this change in classification.

(d) On November 16, 2015, we completed the acquisition of New World Systems Corporation ("NWS"). Operating results for the twelve months ended December 31, 2016, include \$5.9 million for non-recurring financial advisory, legal, accounting, due diligence, valuation and other expenses necessary to complete the NWS acquisition.

Management's Discussion and Analysis of Financial Condition and Results of Operations

FORWARD-LOOKING STATEMENTS

In addition to historical information, this Annual Report contains forward-looking statements. The forward-looking statements are made in reliance upon safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's opinion only as of the date hereof. We undertake no obligation to revise or publicly release the results of any revisions to these forward-looking statements. Readers should carefully review the risk factors described in documents we file from time to time with the Securities and Exchange Commission.

When used in this Annual Report, the words "believes," "expects," "anticipates," "foresees," "forecasts," "estimates," "plans," "intends," "contemplates," "may," "will," "should," "projects," "might," "could" or other similar words or phrases are intended to identify forward-looking statements. Similarly, statements that describe our business strategy, outlook, objectives, plans, intentions or goals are forward-looking statements.

OVERVIEW

General

We provide integrated information management solutions and services for the public sector, with a focus on local governments. We develop and market a broad line of software products and services to address the IT needs of cities, counties, schools and other local government entities. In addition, we provide professional IT services to our clients, including software and hardware installation, data conversion, training and for certain clients, product modifications, along with continuing maintenance and support for clients using our systems. We also provide subscription-based services such as software as a service ("SaaS"), which primarily utilize the Tyler private cloud, and electronic document filing solutions ("e-filing"), which simplify the filing and management of court related documents. Revenues for e-filing are derived from transaction fees and, in some cases, fixed fee arrangements. We also provide property appraisal outsourcing services for taxing jurisdictions.

Our products generally automate seven major functional areas: (1) financial management and education, (2) courts and justice, (3) public safety, (4) property appraisal and tax, (5) planning, regulatory and maintenance (6) land and vital records management and (7) data and digital. We report our results in two segments. The Enterprise Software ("ES") segment provides municipal and county governments and schools with software systems and services to meet their information technology and automation needs for mission-critical "back-office" functions such as: financial management; courts and justice automation; public safety; planning, regulatory and maintenance; land and vital records management; and data analytics. The Appraisal and Tax ("AT") segment provides systems and software that automate the appraisal and assessment of real and personal property as well as property appraisal outsourcing services for local governments and taxing authorities. Property appraisal outsourcing services include: the physical inspection of commercial and residential properties; data collection and processing; computer analysis for property valuation; preparation of tax rolls; community education; and arbitration between taxpayers and the assessing jurisdiction.

Our total employee count increased to 4,525 at December 31, 2018, from 4,069 at December 31, 2017.

For the twelve months ended December 31, 2018, total revenues increased 11% compared to the prior year. Organic revenue growth was 9% for the twelve months ended December 31, 2018, compared to the prior year period and revenues from acquisitions contributed 2% of growth for the twelve months ended December 31, 2018.

Subscriptions revenue grew 28% for the twelve months ended December 31, 2018, due to a gradual shift toward cloud-based software as a service business, as well as continued strong growth in our e-filing revenues from courts and the addition of new subscription revenues from the acquisition of Sociata. Organic subscriptions revenue increased 27% for the twelve months ended December 31, 2018.

Our backlog at December 31, 2018 was \$125 million, a 2% increase from last year.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Recent Acquisitions

On December 7, 2018, we acquired certain assets and intellectual property of SceneDoc, Inc. ("SceneDoc"), a company that provides mobile-first, software-as-a-service (SaaS) data reporting for law enforcement agencies. The total purchase price was approximately \$6.2 million, of which \$5.4 million was paid in cash and approximately \$759,000 accrued for a warrant held by the seller. As of December 31, 2018, the purchase price allocation for SceneDoc is not yet complete. The preliminary estimates of fair value assumed at the acquisition date for intangible assets, receivables and deferred revenue and related deferred taxes are subject to change as valuations are finalized.

On October 1, 2018, we acquired all of the equity interests of TradeMates, Inc. ("TradeMates"), a company that develops software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. The total purchase price was approximately \$5.3 million in cash.

On August 31, 2018, we acquired all of the assets of CaseLoadPRO, L.P. ("CaseLoadPRO"), a company that provides a fully featured probation case management system. The purchase price of \$9.3 million was paid in cash.

On April 30, 2018, we acquired all of the capital stock of Socata, Inc. ("Socata"), a company that provides open data and data-as-a-service solutions including cloud-based data integration, visualization, analysis, and reporting solutions for federal, state and local government agencies. The purchase price, net of cash acquired of \$17 million, was \$147.6 million in cash.

On April 30, 2018, we acquired all of the equity interests of Sage Data Security, LLC ("Sage"), a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle, including program development, education and training, technical testing, advisory services, and digital forensics. The total purchase price was \$11.6 million paid in cash.

As of December 31, 2018, the purchase price allocations for Sage, Socata, CaseLoadPRO, and MobileEyes are complete.

The operating results of all 2018 acquisitions are included with the operating results of the Enterprise Software segment since their date of acquisition. Revenues from Socata included in Tyler's results of operations totaled approximately \$19.9 million and the net loss was \$15.5 million for the twelve months ended December 31, 2018. The impact of the Sage, CaseLoadPRO, MobileEyes and SceneDoc acquisitions, individually and in the aggregate, on our operating results, assets and liabilities is not material.

Our balance sheet as of December 31, 2018, reflects the allocation of the purchase price to the assets acquired based on their fair value at the date of each acquisition. The fair value of the assets and liabilities acquired are based on valuations using Level III, unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We monitor and analyze several key performance indicators in order to manage our business and evaluate our financial and operating performance. These indicators include the following:

Revenues — We derive our revenues from five primary sources: sale of software licenses and royalties; subscription-based arrangements; software services; maintenance; and appraisal services. Subscriptions and maintenance are considered recurring revenue sources and comprised approximately 65% of our revenue in 2018. The number of new SaaS clients and the number of existing clients who convert on our traditional software arrangements to our SaaS model are a significant driver to our business, together with new software license sales and maintenance rate increases. In addition, we also monitor our customer base and churn as we historically have experienced very low customer turnover. During 2018, based on our number of customers, turnover was approximately 2%.

Cost of Revenues and Gross Margins — Our primary cost component is personnel expenses in connection with providing software implementation, subscription-based services, maintenance and support, and appraisal services to our clients. We can improve gross margins by controlling headcount and related costs and by expanding our revenue base, especially from those products and services that produce incremental revenue with minimal incremental cost, such as software licenses and royalties, subscription-based services, and maintenance and support. Our appraisal projects are cyclical in nature, and we often employ appraisal personnel on a short-term basis to coincide with the life of a project. As of December 31, 2018, our total employee count increased to 4,525 from 4,059 at December 31, 2017.

Selling, General and Administrative ("SG&A") Expenses — The primary components of SG&A expenses are administrative and sales personnel salaries and commissions, share-based compensation expense, marketing expense, rent, and professional fees. Sales commissions typically fluctuate with revenues and share-based compensation expense generally increases as the market price of our stock increases. Other administrative expenses tend to grow at a slower rate than revenues.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Liquidity and Cash Flow — The primary driver of our cash flows is net income. Uses of cash include acquisitions, capital investments in property and equipment and discretionary purchases of treasury stock. Our working capital needs are fairly stable throughout the year with the significant components of cash outflows being payment of personnel expenses offset by cash inflows representing collection of accounts receivable and cash receipts from clients in advance of revenue being earned. In recent years, we have also received significant amounts of cash from employees exercising stock options and contributing to our Employee Stock Purchase Plan.

Balance Sheet — Cash, accounts receivable and days sales outstanding and deferred revenue balances are important indicators of our business.

Adoption of New Revenue Accounting Standard

On January 1, 2018, we adopted ASU No. 2014-09, using the full retrospective method of transition, which requires that the new standard be applied to all periods presented. The impacts of adoption are reflected in the financial information herein. For additional details, see Note 1—"Summary of Significant Accounting Policies" to our consolidated financial statements in this report.

Recent Accounting Guidance not yet Adopted

Leases. On February 25, 2016, the FASB issued its new lease accounting guidance (ASU No. 2016-02, Leases ("Topic 842")). Under the new guidance, lessees will be required to recognize the following for all leases with the exception of short-term leases at the commencement date:

- A lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and
- A right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term.

Topic 842 is effective for fiscal years beginning after December 15, 2018, including interim periods therein. Early adoption is permitted for all business entities upon issuance. Upon adoption, entities will be required to use a modified retrospective approach with an option to use certain practical expedients. We expect to adopt ASU 2016-02 when effective, using the transition method that allows us to initially apply the guidance at the adoption date of January 1, 2019, and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We expect to use the package of practical expedients that allows us to not reassess (i) lease classification for any expired or existing leases and (2) initial direct costs for any expired or existing leases. We expect ASU 2016-02 will impact our consolidated financial statements and related disclosures. We are currently evaluating the impact and expect that most of our lease commitments will be subject to the updated guidance and recognized as lease liabilities and right-of-use assets on our consolidated balance sheets upon adoption. Based on our current portfolio of leases, we estimate a range of \$15.5 million to \$17.0 million of lease assets and liabilities to be recognized on our balance sheet, primarily relating to office facilities.

Outlook

The local government software market continues to be active, and our backlog at December 31, 2018 reached \$125 billion, a 2% increase from last year. We expect to continue to achieve solid growth in revenue and earnings. With our strong financial position and cash flow, we plan to continue to make significant investments in product development to better position us to continue to expand our competitive position in the public sector software market over the long term.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our discussion and analysis of financial condition and results of operations is based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities at the date of the financial statements, the reported amounts of revenues and expenses during the reporting period, and related disclosures of contingencies. The Notes to the Financial Statements included as part of this Annual Report describe our significant accounting policies used in the preparation of the financial statements. Significant items subject to such estimates and assumptions include the application of the process toward completion methods of revenue recognition, estimated standalone selling price ("SSP") for distinct performance obligations, the carrying amount and estimated useful lives of intangible assets, distribution of share-based compensation expense and valuation allowance for receivables. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. The results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Management's Discussion and Analysis of Financial Condition and Results of Operations

We believe the following critical accounting policies require significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition. We earn revenue from software licenses, royalties, subscription-based services, software services, post-contract customer support ("PCS" or "maintenance"), hardware, and upgrade services. Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. **We determine revenue recognition through the following steps:**

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, we satisfy a performance obligation

Most of our software arrangements with customers contain multiple performance obligations that range from software licenses, installation, training, and consulting to software modification and customization to meet specific customer needs (services, hosting, and PCS). For these contracts, we account for individual performance obligations separately when they are distinct. We evaluate whether separate performance obligations can be distinct or should be accounted for as one performance obligation. Arrangements that include software services, such as training or installation, are evaluated to determine whether those services are highly interdependent or highly interrelated to the product's functionality. Many of our software arrangements involve "off-the-shelf" software. We recognize the revenue allocable to "off-the-shelf" software licenses and specified upgrades at a point in time when control of the software license transfers to the customer, unless the software is not considered distinct. We consider off-the-shelf software to be distinct when it can be added to an arrangement with minor changes in the underlying code, it can be used by the customer for the customer's purpose upon installation, and existing services such as training are not considered highly interdependent or highly interrelated to the product's functionality.

For arrangements that involve significant production, modification or customization of the software, or where software services are otherwise not considered distinct, we recognize revenue over time by measuring progress-to-completion. We measure progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. These arrangements are often implemented over an extended period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent. When software services are distinct, the fee allocable to the service element is recognized over the time we perform the services and is billed on a time and materials basis.

Subscription-based services consist of services derived from SaaS arrangements, which primarily utilize the Tyler private cloud, and electronic filing transactions. Revenue from subscription-based services is generally recognized over time on a straight basis over the contract term, beginning on the date that our service is made available to the customer. For SaaS arrangements, we evaluate whether the customer has the contractual right to take possession of our software at any time during the hosting period without significant penalty and whether the customer can feasibly maintain the software on the customer's hardware or enter into another arrangement with a third-party to host the software. We allocate contract value to each performance obligation of the arrangement that qualifies for treatment as a distinct element based on estimated SSP. When it is determined that software is distinct and the customer has the ability to take control of the software, we recognize revenue allocable to the software license fee when access to the software license is made available to the customer. We recognize hosting services ratably over the term of the arrangement, which range from one to ten years but are typically for a period of three to five years. For software services associated with certain SaaS arrangements, we have concluded that the services are not distinct, and we recognize the revenue ratably over the remaining contractual period once we have provided the customer access to the software. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

The transaction price is allocated to the separate performance obligations on a relative SSP basis. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the applications sold, customer demographics, and the number and types of users within our contracts. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount to be allocated based on the relative SSP

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of the various products and services. In instances where SSP is not directly observable, such as when we do not sell the product or service separately, we determine SSP using the expected cost-plus margin approach. Revenue is recognized net of allowances for sales adjustments and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Typically, the structure of our arrangements does not give rise to variable consideration. However, in those instances whereby variable consideration exists, we include in our estimates additional revenue for variable consideration when we believe we have an enforceable right, the amount can be estimated reliably and its realization is probable.

We maintain allowances for doubtful accounts, which are provided at the time the revenue is recognized. Since most of our customers are domestic governmental entities, we rarely incur a loss resulting from the inability of a customer to make required payments, either on changes in circumstances that indicate that the carrying amount for the allowances for doubtful accounts may require revision include, but are not limited to, deterioration of a customer's financial condition, failure to manage our customer's expectations regarding the scope of the services to be delivered, and defects or errors in our services or impairments of our software products. The allowance for doubtful accounts reflects our best estimate of probable losses inherent in the accounts receivable balance. We determine the allowance based on known doubtful accounts, historical experience, and other currently available evidence.

In connection with certain of our contracts, we have recorded receivables receivable or unbilled receivables consisting of costs and estimated profit in excess of billings as of the balance sheet date. Many of the contracts which give rise to unbilled receivables at a given balance sheet date are subject to billings in the subsequent accounting period. We review unbilled receivables and related contract provisions to assure we are justified in recognizing revenue prior to billing the customer and that we have objective evidence which allows us to recognize such revenues. In addition, we have a sizable amount of deferred revenues, which represents billings in excess of revenue earned. The majority of this liability consists of maintenance billings for which payments are made in advance and the revenue is ratably earned over the maintenance period, generally one year. We also have deferred revenue for those contracts in which we receive a deposit and the conditions in which to record revenue for the service or product have not been met. On a periodic basis, we review by customer the detail components of our deferred revenue to assure our accounting remains appropriate.

Intangible Assets and Goodwill. Our business acquisitions typically result in the creation of goodwill and other intangible asset balances, and these balances affect the amount and timing of future period amortization expense, as well as expenses we could potentially incur as a result of an impairment charge. The cost of acquired companies is allocated to identifiable intangible and intangible assets based on estimated fair value, with the excess allocated to goodwill. Accordingly, we have a significant balance of acquired date intangible assets, including software, customer related intangibles, trade names, licenses and goodwill. These intangible assets (other than goodwill) are amortized over their estimated useful lives. We currently have no intangible assets with indefinite lives other than goodwill.

When testing goodwill for impairment quantitatively, we first compare the fair value of each reporting unit with its carrying amount. If the carrying amount of a reporting unit exceeds its fair value, a second step is performed to measure the amount of potential impairment. In the second step, we compare the implied fair value of reporting unit goodwill with the carrying amount of the reporting unit's goodwill. If the carrying amount of reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized. The fair values calculated in our impairment tests are determined using discounted cash flow models involving several assumptions. The assumptions that are used are based upon what we believe a hypothetical marketplace participant would use in estimating fair value. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. We evaluate the reasonableness of the fair value calculations of our reporting units by comparing the total of the fair value of all of our reporting units to our total market capitalization. Our annual goodwill impairment analysis, which we performed quantitatively during the second quarter of 2018, did not reveal an impairment charge. During 2018, we did not identify any triggering events that would require an update to our annual impairment review.

All intangible assets (other than goodwill) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of other intangible assets is measured by comparison of the carrying amount to estimated undiscounted future cash flows. The assessment of recoverability or of the estimated useful life for amortization purposes will be affected if the timing or the amount of estimated future operating cash flows is not achieved. Such indicators may include, among others, a significant decline in expected future cash flows, a sustained, significant decline in stock price and market capitalization, a significant adverse change in legal factors or in the business climate, unanticipated competition, and reductions in growth rates. In addition, products, capabilities, or technologies developed by others may render our software products obsolete or non-competitive. Any adverse change in these factors could have a significant impact on the recoverability of goodwill or other intangible assets.

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Share-Based Compensation. We have a stock incentive plan that provides for the grant of stock options, restricted stock units and performance stock units to key employees, directors and non-employee consultants. We estimate the fair value of share-based awards on the date of grant. Share-based compensation expense includes the estimated effects of forfeitures, which will be adjusted over the requisite service period to the extent actual forfeitures differ or are expected to differ from such estimates. Changes in estimated forfeitures are recognized in the period of change and will also impact the amount of expense to be recognized in future periods. Forfeiture rate assumptions are derived from historical data.

We estimate stock price volatility at the date of grant based on the historical volatility of our common stock. Estimated option life is determined using the weighted average period the stock options are expected to be outstanding, based primarily on the options' vesting terms, assuming contractual life and the employees' expected exercise based on historical patterns. Determining the appropriate fair-value model and calculating the fair value of share-based awards at the grant date requires considerable judgment, including estimating stock price volatility, expected option life and forfeiture rates.

ANALYSIS OF RESULTS OF OPERATIONS AND OTHER

The following discussion compares the historical results of operations on a basis consistent with GAAP for the years ended December 31, 2018, 2017 and 2016.

Years Ended (December 31),	Percentage of Total Revenues		
	2018	2017	2016
	As Adjusted		
Revenues:			
Software licenses and royalties	10.0%	10.3%	11.0%
Subscriptions	77.6	29.5	18.8
Software services	20.5	21.5	22.8
Maintenance	21.7	42.8	42.2
Appraisal services	2.3	3.0	2.5
Hardware and other	7.5	2.1	1.8
Total revenues	100.0	100.0	100.0
Operating expenses:			
Cost of software licenses, royalties and required software	2.1	3.0	3.3
Cost of software services, maintenance and subscriptions	46.8	45.1	45.6
Cost of appraisal services	1.5	1.9	2.2
Cost of hardware and other	1.1	1.5	1.0
Selling, general and administrative expenses	22.2	20.9	21.7
Research and development expense	5.8	5.6	5.7
Amortization of customer and trade name intangibles	1.7	1.6	1.7
Operating income	18.1	18.4	18.3
Other income (expense), net	0.4	2.1	(0.2)
Income before income taxes	18.7	18.5	18.0
Income tax (benefit) provision	(2.0)	(2.7)	(2.5)
Net income	16.7%	20.2%	15.5%

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2018 Compared to 2017

Revenues

On April 20, 2018, we acquired Sociata, a company that provides open data and data-as-a-service solutions for federal, state and local government agencies including cloud-based data integration, visualization, analysis, and reporting solutions. The following table details revenue for Sociata for the periods presented as of December 31, 2018, which is included in our consolidated statements of income.

	2018
Revenues:	
Software licenses and royalties	\$ 10,000
Subscriptions	12,000
Software services	1,000
Maintenance	2,000
Appraisal services	2,000
Hardware and other	2,000
Total revenues	\$ 31,000

On December 7, 2018, we acquired StoneDoc, Inc., a company that provides mobile-first, software-as-a-service (SaaS) field reporting for law enforcement agencies. On October 1, 2018, we acquired MobileEyes, a company that develops software to improve public safety by supporting the prevention and suppression, emergency response, and structural safety. On August 31, 2018, we acquired CaseLoadPRO, a company that provides a fully featured probation case management system. On April 30, 2018, we also acquired Sage, a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle. The impact of these acquisitions on our operating results is not considered material, individually and in the aggregate, and is not included in the table above. The results of these acquisitions are included with the operating results of the ES segment from their dates of acquisition. For comparative purposes, we have provided explanations for changes in operations to exclude results of operations for these acquisitions during the acquisition.

Software licenses and royalties.

The following table sets forth a comparison of our software licenses and royalties revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
ES	\$ 80,795	\$ 79,285	\$ 1,510	2%
ESG	6,726	7,254	(528)	(7%)
Total software licenses and royalties revenue	\$ 87,521	\$ 86,539	\$ 982	1%

Software license and royalties revenue grew 1% compared to the prior year. The majority of this growth was due to an active marketplace as the result of generally positive local government economic conditions, as well as our increasingly strong competitive position, which we attribute in part to our investment in product development in recent years. An increase in the number of larger contracts related to our planning, regulatory and maintenance solutions and public safety solutions also contributed to the growth in license revenue.

Although the mix of new contracts between subscription-based and perpetual license arrangements is highly variable from quarter to quarter and year to year, we expect our longer-term software license growth rate to be negatively impacted by a growing number of customers electing our subscription-based options, rather than purchasing the software under a traditional perpetual software license arrangement. Subscription-based arrangements result in lower software license revenue in the initial year as compared to perpetual software license arrangements but generate higher overall revenue over the term of the contract. Our new clients in 2018 was approximately 47% selecting perpetual software license arrangements and approximately 52% selecting subscription-based arrangements compared to a client mix in 2017 of approximately 53% selecting perpetual software license arrangements and approximately 47% selecting subscription-based arrangements.

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Subscriptions

The following table sets forth a comparison of our subscriptions revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$270,149	\$184,317	\$ 85,832	47%
AMT	\$ 807	7,859	(\$ 6,952)	(88)%
Total subscriptions revenue	\$270,956	\$192,176	\$ 78,780	41%

Subscription-based revenue primarily consists of revenue derived from our SaaS arrangements, which generally utilize the Tyler private cloud. As part of our subscription-based services, we also provide electronic document filing solutions ("e-filing") that simplify the filing and management of court related documents for courts and law offices. E-filing revenue is derived from transaction fees and fixed fee arrangements.

Excluding the results of acquisitions, subscription-based revenue increased 21% compared to 2017. New SaaS clients as well as existing clients who converted to our SaaS model provided the majority of the subscription revenue increase. In 2018, we added 410 new SaaS clients and 97 existing clients elected to convert to our SaaS model. Also, e-filing services contributed approximately \$6.7 million of the subscription revenue increase in 2018. The increase in e-filing revenue is attributed to new e-filing clients, as well as increased volume as the result of several existing clients migrating to e-filing. The acquisition of Socinta, which primarily has a subscription revenue model, also contributed to the increase in subscription revenues.

Software services

The following table sets forth a comparison of our software services revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$180,714	\$161,245	\$ 19,469	12%
AMT	\$1,148	\$9,215	(\$ 8,067)	(87)%
Total software services revenue	\$181,862	\$170,460	\$ 11,402	7%

Software services revenue primarily consists of professional services billed in connection with implementing our software, converting client data, training client personnel, custom development activities and consulting. New clients who purchase our proprietary software licenses generally also contract with us to provide for the related software services. Existing clients also periodically purchase additional training, consulting and minor programming services. Excluding the results of acquisitions, software services revenue grew 3% compared to the prior year period. This growth is due to a higher level of new software sales, through both our license and subscription models.

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Maintenance

The following table sets forth a comparison of our maintenance revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$159,908	\$107,701	\$ 52,207	48%
AMT	\$ 617	\$1,618	(\$ 991)	(61)%
Total maintenance revenue	\$160,525	\$109,319	\$ 51,206	47%

We provide maintenance and support services for our software products and certain third-party software. Maintenance revenue grew 7% compared to the prior year. Maintenance and support revenue increased mainly due to growth in our installed customer base from new software license sales as well as annual maintenance rate increases.

Appraisal services

The following table sets forth a comparison of our appraisal services revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$ 1,148	\$ —	\$ 1,148	—%
AMT	\$21,944	\$5,023	\$ 16,921	33%
Total appraisal services revenue	\$23,092	\$5,023	\$ 18,069	36%

In 2018, appraisal services revenue decreased 15% compared to the prior year primarily due to the successful completion of several large revaluation projects in mid-2017. The appraisal services business is somewhat cyclical and driven in part by statutory revaluation cycles in various states.

Cost of Revenues and Gross Margins

The following table sets forth a comparison of the key components of our cost of revenues for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
Software licenses and royalties	\$ 3,902	\$ 3,201	\$ 701	22%
Acquired software	22,152	21,686	466	2%
Software services, maintenance and subscriptions	138,973	187,634	(\$ 48,661)	(26)%
Appraisal services	14,259	16,298	(\$ 2,039)	(13)%
Hardware and other	1,208	22,835	(\$ 21,627)	(95)%
Total cost of revenues	\$181,694	\$254,354	\$ 72,660	(29)%

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The following table sets forth a comparison of gross margin percentage by revenue type for the years ended December 31:

Gross margin percentage	2018	2017	Change	
		As Adjusted	\$	%
Software licenses, royalties and acquired software	77.1%	71.0%	\$6.1	0.3%
Software services, maintenance and subscriptions	64.3%	45.0	19.3	(0.7)
Appraisal services	34.5	34.9	(0.4)	
Hardware and other	23.6	28.8	(5.2)	
Overall gross margin	47.0%	47.5%	(0.5)%	

Software licenses, royalties and acquired software. Cost of software licenses, royalties and acquired software is primarily comprised of amortization expense for acquired software and third-party software costs. We do not have any direct costs associated with royalties. The gross margin increase of 0.3% is due to higher software license revenues offset by an increase in amortization expense for acquired software attributed to new acquisitions completed in 2018.

Software services, maintenance and subscriptions. Cost of software services, maintenance and subscriptions primarily consists of personnel costs related to installation of our software, conversion of client data, training client personnel and support activities and various other services such as custom client development and on-going operation of SaaS and a-filing arrangements. In 2018, the software services, maintenance and subscriptions gross margin decreased 0.7% compared to the prior year. Excluding employees added through acquisitions, our implementation and support staff has grown by 57 employees since December 31, 2017 as we accelerated hiring to ensure that we are well-positioned to deliver our current backlog and anticipated new business. Recognition of acquisition-related deferred revenue associated with subscriptions and maintenance also resulted in lower gross margins.

Appraisal services. Appraisal services revenue comprised approximately 23% of total revenue. The appraisal services gross margin decreased 0.4% compared to 2017 due to the reduction in higher margin projects substantially complete by early 2017 and lower volume of revenues in the remainder of the year relative to fixed costs.

Our 2018 blended gross margin slightly decreased by 0.5% compared to 2017. Our overall gross margin decrease is mainly attributed to reductions in our implementation staff and lower margin revenues from appraisal services, offset by improved margin on revenues from software licenses.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses consist primarily of salaries, employee benefits, travel, share-based compensation expense, commissions and related overhead costs for administrative and sales and marketing employees, as well as, professional fees, trade show activities, advertising costs and other marketing related costs. The following table sets forth a comparison of our SG&A expenses for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
		As Adjusted	\$	%
Selling, general and administrative expenses	\$22,691	\$175,314	\$152,623	85%

SG&A as a percentage of revenue was 22.2% in 2018 compared to 20.9% in 2017. SG&A expense increased approximately 18% compared to the prior year period. In 2018, our operating results include \$31 million of SG&A expenses for Acrolia from the date of acquisition. The remaining SG&A expense increase is mainly due to compensation cost related to increased staff levels, higher stock compensation expense and increased commission expense as a result of higher sales. Excluding employees added with acquisitions, we have added 47 employees mainly to our sales and finance teams since December 31, 2017. In addition, our 2018 stock compensation expense rose \$12 million, mainly due to increases in our stock price over the last few years.

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Research and Development Expense

Research and development expense consists primarily of salaries, employee benefits and related overhead costs associated with new product development. The following table sets forth a comparison of our research and development expense for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
		As Adjusted	\$	%
Research and development expense	\$66,234	\$47,024	\$19,210	34%

Research and development expense increased 34% in 2018 compared to the prior year period, mainly due to a number of new Tyler product development initiatives across our product suites, including increased investments in research and development of recently acquired businesses. To support these initiatives, our research and development staff has grown by 159 since December 31, 2017.

Amortization of Customer and Trade Name Intangibles

Acquisition Intangibles are comprised of the excess of the purchase price over the fair value of net tangible assets acquired that is allocated to acquired software, leases and customer and trade name intangibles. The remaining excess purchase price is allocated to goodwill that is not subject to amortization. Amortization expense related to acquired software is included with cost of revenues, while amortization expense of customer and trade name intangibles is recorded as operating expense. The estimated useful lives of both customer and trade name intangibles range from five to 25 years. The following table sets forth a comparison of amortization of customer and trade name intangibles for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
		As Adjusted	\$	%
Amortization of customer and trade name intangibles	\$2,162,272	\$13,381	\$2,148,891	15%

Amortization of customer and trade name intangibles increased due to the impact of intangibles added with several acquisitions completed in 2017 and 2018.

Estimated annual amortization expense relating to customer and trade name acquisition intangibles, excluding acquired software for which the amortization expense is recorded as cost of revenues, for the next five years is as follows (in thousands):

2019	\$36,499
2020	12,350
2021	15,212
2022	14,743
2023	24,665
Thereafter	\$5,419

Amortization expense relating to acquired leases will be recorded as a reduction to hardware and other revenue and is expected to be \$372,000 in 2019, \$313,000 in 2020, \$312,000 in 2021, \$312,000 in 2022, \$312,000 in 2023 and \$723,000 thereafter.

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Other

The following table sets forth a comparison of other income (expense), net, for the years ended December 31:

(\$ in thousands)			Change	
	2018	2017	\$	%
Other income, net	\$3,378	\$691	\$2,687	NM

Other income is comprised of interest expense and non-usage and other fees associated with our revolving credit agreement as well as interest income from invested cash. Other income, net, increased compared to the prior period due to increased interest income from significantly higher levels of cash and investments resulting from cash generated in the last year. We had no debt in the current period, as we repaid all borrowings under the revolving line of credit in January 2017.

Income Tax Provision (Benefit)

The following table sets forth a comparison of our income tax provision for the years ended December 31:

(\$ in thousands)			Change	
	2018	2017	\$	%
Income tax provision (benefit)	\$8,408	\$16,115	\$14,523	(28.7)%
Effective income tax rate	54.4%	(3.7)%		

The increase in the income tax provision in 2018 is primarily due to the one-time tax benefit of \$76.0 million (as adjusted) recognized in the fourth quarter of 2017 resulting from the remeasurement of deferred tax assets and liabilities associated with the enactment of the Tax Act which reduced the statutory U.S. federal corporate income tax rate from 35% to 21%. The increase is somewhat offset by the decrease in statutory U.S. federal corporate income tax rate for 2018. In addition, excess tax benefits from stock option exercises were lower in 2018 as compared to the prior period. Stock option exercise activity in 2018 generated excess tax benefits of \$32.5 million, while stock option exercise activity in 2017 generated \$40.8 million excess tax benefits.

The increase in the effective income tax rate in 2018 compared to 2017 is also primarily attributable to the one-time tax benefit associated with the Tax Act recognized in 2017 and the decrease in excess tax benefits related to stock option exercises (realized), offset by the decrease in statutory U.S. federal corporate income tax rate for 2018. Excluding the impact of the Tax Act and the excess tax benefits, our income tax provision and effective tax rate in 2018 would have been \$42.6 million and 27.4% and in 2017, would have been \$69.5 million (as adjusted) and 37.0%, respectively.

The effective income tax rates in both 2016 and 2017 differed from the statutory United States federal corporate income tax rate of 21% and 35%, respectively, due to state income taxes, the research tax credit, non-deductible share-based compensation expense, disqualifying incentive stock option dispositions, and other non-deductible business expenses, and in 2017, the domestic production activities deduction.

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2017 Compared to 2016

Revenues

Software licenses and royalties

The following table sets forth a comparison of our software licenses and royalties revenue for the years ended December 31:

(\$ in thousands)			Change	
	2017	2016	\$	%
ES	\$79,288	\$78,271	\$ 117	—%
AMF	7,854	5,482	2,372	44
Total software licenses and royalties revenue	\$87,142	\$83,753	\$3,389	4%

Software license and royalties revenue increased 4% compared to the prior year. The increase in software licenses and royalties is attributed to additions to our implementation staff, which increased our capacity to deliver backlog.

Although the mix of new contracts between subscription-based and perpetual license arrangements may vary from quarter to quarter and year to year, we expect our long-term software license growth rate to be negatively impacted by a growing number of customers choosing our subscription-based options, rather than purchasing the software under a traditional perpetual software license arrangement. Subscription-based arrangements result in lower software license revenue in the initial year as compared to perpetual software license arrangements but generate higher overall revenue over the term of the contract. Our new client mix in 2017 was approximately 53% selecting perpetual software license arrangements and approximately 47% selecting subscription-based arrangements compared to a client mix in 2016 of approximately 65% selecting perpetual software license arrangements and approximately 35% selecting subscription-based arrangements.

Subscriptions

The following table sets forth a comparison of our subscriptions revenue for the years ended December 31:

(\$ in thousands)			Change	
	2017	2016	\$	%
ES	\$184,317	\$158,469	\$25,848	16%
AMF	7,389	7,108	281	4
Total subscriptions revenue	\$191,706	\$165,577	\$26,129	16%

Subscription-based revenue primarily consists of revenue derived from our SaaS arrangements, which generally utilize the Tyler private cloud. As part of our subscription-based services, we also provide electronic document filing solutions ("e-filing") that simplify the filing and management of court related documents for courts and law offices. E-filing revenue is derived from transaction fees and fixed fee arrangements.

Subscription-based revenue increased 16% compared to 2016. New SaaS clients as well as existing clients who converted to our SaaS model provided the majority of this subscriptions revenue increase. In 2017, we added 374 new SaaS clients and 88 existing clients elected to convert to our SaaS model. The average contract size in 2017 were 64% and 44% higher than 2016 for new clients and clients converting to our SaaS model, respectively. Also, e-filing services contributed approximately \$3.5 million of the subscriptions revenue increase in 2017. The increase in e-filing revenue is attributed to new e-filing clients, as well as increased volumes as the result of several existing clients mandating e-filing.

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Software services.

The following table sets forth a comparison of our software services revenue for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		\$	%	\$	%
ES	\$181,245	\$155,322	\$25,923	17%	\$5,323	4%
M&T	\$9,215	\$4,395	\$4,820	55%	2,589	18%
Total software services revenue	\$190,460	\$159,717	\$30,743	19%	\$8,912	5%

Software services revenue primarily consists of professional services billed in connection with implementing our software, converting client data, training client personnel, custom development activities and consulting. New clients who purchase our proprietary software licenses generally also contract with us to provide for the related software services. Existing clients also periodically purchase additional training, consulting and minor programming services. Software services revenue grew 5% compared to the prior year period. This growth is partly due to additions to our implementation and support staff, which increased our capacity to deliver backlog and partially due to completing recognition of a majority of the acquisition-related deferred service revenue that was fair valued at rates below Tyler's average service rate in prior periods.

Maintenance.

The following table sets forth a comparison of our maintenance revenue for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		\$	%	\$	%
ES	\$17,751	\$32,409	\$14,658	83%	\$36,252	113%
M&T	21,518	\$8,585	\$12,933	150%	2,073	16%
Total maintenance revenue	\$39,269	\$40,994	\$18,291	45%	\$38,221	93%

We provide maintenance and support services for our software products and certain third-party software. Maintenance revenue grew 12% compared to the prior year. Maintenance and support revenue increased mainly due to growth in our installed customer base from new software license sales as well as annual maintenance rate increases. In addition, the increase is partially due to completing recognition of a majority of the acquisition-related deferred maintenance revenue that was fair valued at rates below Tyler's average maintenance rate in prior periods.

Appraisal services.

The following table sets forth a comparison of our appraisal services revenue for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		\$	%	\$	%
ES	\$ ---	\$ ---	\$ ---	---	\$ ---	---
M&T	\$25,422	\$18,282	\$7,140	39%	\$(1,364)	(5)%
Total appraisal services revenue	\$25,422	\$18,282	\$7,140	39%	\$(1,364)	(5)%

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In 2017, appraisal services revenue decreased 5% compared to the prior year primarily due to the successful completion of several large revaluation projects in mid-2017. The appraisal services business is somewhat cyclical and driven in part by statutory revaluation cycles in various states.

COST OF REVENUES AND GROSS MARGINS

The following table sets forth a comparison of the key components of our cost of revenues for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		\$	%	\$	%
Software licenses and royalties	\$ 3,321	\$ 2,864	\$ 457	16%		
Acquired software	21,886	22,235	(349)	(2)%		
Software services, maintenance and subscriptions	387,531	348,922	\$38,609	11%		
Appraisal services	18,282	16,411	\$1,871	11%		
Hardware and other	10,339	10,142	\$197	2%		
Total cost of revenues	\$440,359	\$399,574	\$40,785	10%		

The following table sets forth a comparison of gross margin percentage by revenue type for the years ended December 31:

Gross margin percentage	2017		2016		G.M. %
	As Adjusted		%	%	
Software licenses, royalties and acquired software	71.6%	89.3%	1.1%		
Software services, maintenance and subscriptions	65.6	48.1	17.5		
Appraisal services	34.3	27.8	6.5		
Hardware and other	28.8	39.2	(10.4)		
Overall gross margin	47.5%	47.3%	0.2%		

Software licenses, royalties and acquired software. Cost of software licenses, royalties and acquired software is primarily comprised of amortization expense for acquired software and third-party software costs. We do not have any direct costs associated with royalties. The gross margin increase of 17.5% is due to higher incremental margins on software license revenues, in part due to slightly lower amortization expense for acquired software resulting from acquisitions.

Software services, maintenance and subscriptions. Cost of software services, maintenance and subscriptions primarily consists of personnel costs related to installation of our software, conversion of client data, training client personnel and support activities and various other services such as custom client development and on-going operation of SaaS and e-filing arrangements. In 2017, the software services, maintenance and subscriptions gross margin increased 0.2% compared to the prior year. Our implementation and support staff grew by 220 employees in 2017. Many of these additions occurred in early to mid-2017 and are contributing to revenues in 2017. Costs related to maintenance and various other services such as SaaS and e-filing typically grow at a slower rate than related revenue due to leverage in the utilization of support and maintenance staff and economies of scale. Reduced recognition of acquisition-related deferred revenue associated with software services and maintenance obligations completed in prior periods also resulted in higher gross margins.

Appraisal services. Appraisal services revenue comprised approximately 3.0% of total revenue. The appraisal services gross margin decreased 2.7% compared to 2016 due to the reduction in higher margin projects substantially complete by early 2017 and lower volume of revenues in the current period to cover relatively fixed costs.

Our 2017 blended gross margin slightly increased 0.2% compared to 2016. Our overall gross margin was positively impacted by a product mix that included more higher-margin recurring revenues from subscriptions and maintenance and improved margin on revenues from software licenses offset by the lower-margin revenues from appraisal services as described above.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Selling, General and Administrative Expenses

The following table sets forth a comparison of selling, general and administrative expenses for the years ended December 31:

(\$ in thousands)	As Adjusted		Change	
	2017	2016	\$	%
Selling, general and administrative expenses	\$175,914	\$165,176	\$10,738	7%

SG&A as a percentage of revenue was 20.9% in 2017 compared to 21.7% in 2016. SG&A expense increased approximately 7% mainly due to compensation costs related to increased staff levels, merit increases and higher stock compensation expense. We added 28 SG&A employees, mainly to our sales and finance teams in 2017. In addition, our 2017 stock compensation expense rose \$4.7 million, mainly due to increases in our stock price over the last few years.

Research and Development Expense

The following table sets forth a comparison of our research and development expense for the years ended December 31:

(\$ in thousands)	As Adjusted		Change	
	2017	2016	\$	%
Research and development expense	\$17,254	\$43,154	\$4,170	10%

Research and development expense consists mainly of costs associated with development of new products and technologies from which we do not currently generate revenue, as well as costs related to the ongoing development efforts for Microsoft Dynamics AX. Our contractual research and development commitments to develop public sector functionality for Microsoft Dynamics AX was amended in March 2016, which significantly reduced our development commitment through March 2018. However, we continue to provide sustained engineering and technical support for the public sector functionality within Dynamics AX. Licenses and maintenance royalties for all applicable domestic and international sales of Dynamics AX to public sector entities will continue under the terms of the contract.

Research and development expense increased 10% in 2017 compared to the prior year period, mainly due to research and development efforts related to new Tyler product development initiatives, primarily in our public safety solutions, offset by reduced development efforts for Microsoft Dynamics AX. As a result of the Microsoft Dynamics AX amendment, we have redeployed certain development resources to enhance functionality on several existing solutions and these costs are being recorded in cost of revenues – software services, maintenance and subscriptions.

Amortization of Customer and Trade Name Intangibles

The following table sets forth a comparison of amortization of customer and trade name intangibles for the years ended December 31:

(\$ in thousands)	As Adjusted		Change	
	2017	2016	\$	%
Amortization of customer and trade name intangibles	\$33,381	\$12,202	\$4,179	1%

Amortization of customer and trade name intangibles increased due to the impact of intangibles added with several small acquisitions completed in 2016 and 2017.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Other

The following table sets forth a comparison of other income (expense), net for the years ended December 31:

(\$ in thousands)	As Adjusted		Change	
	2017	2016	\$	%
Other income (expense), net	\$692	\$(1,920)	\$2,616	NM

Other income (expense) is comprised of interest expense and non-usage and other fees associated with our revolving credit agreement as well as interest income from invested cash. Other income (expense), net increased compared to the prior periods attributed to significantly lower debt levels in the current period, as we repaid all borrowings under the revolving line of credit in January 2017, and correspondingly higher levels of cash investments.

Income Tax (Benefit) Provision

The following table sets forth a comparison of our income tax provision for the years ended December 31:

(\$ in thousands)	As Adjusted		Change	
	2017	2016	\$	%
Income tax provision	\$6,115	\$7,557	\$(1,372)	(18)%
Effective income tax rate	5.71%	16.2%		

The decrease in the income tax provision during 2017 was primarily driven by the enactment of the Tax Act which reduced the statutory U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision is a \$26.0 million (as adjusted) tax benefit due to the remeasurement of deferred tax assets and liabilities. See Note 7 – "Income Tax" for additional information related to the Tax Act. The income tax provision is also lower due to the increase in the excess tax benefits from stock option exercises as compared to prior period. We experienced significant stock option exercise activity in 2017 and 2016 that generated excess tax benefits of \$49.6 million and \$29.6 million, respectively.

The change in the effective income tax rate in 2017 compared to 2016 is also primarily attributable to the impact of the Tax Act and the change in excess tax benefits related to stock option exercises realized. Excluding the impact of the Tax Act and the excess tax benefits, our income tax provision and effective tax rate in 2017 would have been \$60.5 million (as adjusted) and 33.0%, respectively. Excluding the excess tax benefits, our income tax provision and effective tax rate in 2016 would have been \$51.5 million (as adjusted) and 38.0%, respectively.

The effective income tax rates in both 2017 and 2016 differed from the statutory United States federal corporate income tax rate of 35% due to state income taxes, the domestic production activities deduction, the research tax credit, non-deductible share-based compensation expense, disqualifying incentive stock option dispositions, and other non-deductible business expenses.

Management's Discussion and Analysis of Financial Condition and Results of Operations

FINANCIAL CONDITION AND LIQUIDITY

As of December 31, 2018, we had cash and cash equivalents of \$134.3 million compared to \$185.9 million at December 31, 2017. We also had \$97.7 million invested in investment grade corporate bonds, municipal bonds and asset-backed securities as of December 31, 2018 compared to \$63.8 million at December 31, 2017. These investments mature between 2019 through 2022 and we intend to hold these investments until maturity. Cash and cash equivalents consist of cash on deposit with several domestic banks and money market funds. As of December 31, 2018, we had no outstanding borrowings and no outstanding letters of credit. We believe our existing line of credit, cash from operating activities, cash on hand and access to the credit markets provide us with sufficient flexibility to meet our long-term financial needs.

The following table sets forth a summary of cash flows for the years ended December 31:

(\$ in thousands)	2018	2017	2016
Cash flows provided (used) by:			
Operating activities	\$ 136,203	\$ 185,765	\$ 191,859
Investing activities	(128,750)	(85,255)	(50,726)
Financing activities	(61,195)	29,418	(138,273)
Net (decrease) increase in cash and cash equivalents	\$ (53,742)	\$ 130,928	\$ 62,859

Net cash provided by operating activities continues to be our primary source of funds to finance operating needs and capital expenditures. Other potential capital resources include cash on hand, public and private issuances of debt or equity securities, and bank borrowings. It is possible that our ability to access the capital and credit markets in the future may be limited by economic conditions or other factors. We currently believe that cash provided by operating activities, cash on hand and available credit are sufficient to fund our working capital requirements, capital expenditures, income tax obligations, and share repurchases for at least the next twelve months.

In 2018, operating activities provided cash of \$136.2 million compared to \$185.8 million in 2017. Operating activities that provided cash were primarily comprised of net income of \$425 million, non-cash depreciation and amortization charges of \$81.8 million and non-cash share-based compensation expense of \$52.7 million. Working capital, excluding cash, increased approximately \$14.0 million due to higher accounts receivable because of an increase in unbilled receivables attributed to revenue recognized from pilot billings. Higher accounts receivable related to annual maintenance and subscription billings, and the deferred taxes associated with stock option activity during the period. These increases were offset slightly by the growth in deferred revenue balances and timing of income tax payments.

In general, changes in the balance of deferred revenue are cyclical and primarily driven by the timing of our maintenance and subscription billings. Our renewal dates occur throughout the year, but our largest maintenance renewal cycles occur in the second and fourth quarters.

Days sales outstanding in accounts receivable were 113 days at December 31, 2018, compared to 102 days at December 31, 2017. The increase in our DSO is mainly due to an increase in unbilled receivables attributed to the increase in software license revenue for which we have recognized revenue at the point in time when the software is made available to the customer, but the billing has not yet been submitted to the customer. An increase in software services contracts accounted for using progress-to-completion method of revenue recognition in which the services are performed in one accounting period, but the billing normally occurs subsequently in another accounting period also contributed to the increase in DSO. Furthermore, our maintenance billing cycle typically peaks at its highest level in June and second highest level in December of each year and is followed by collections in the subsequent quarter. DSO is calculated based on quarter-end accounts receivable (excluding long-term receivables but including unbilled receivables) divided by the quotient of annualized quarterly revenues divided by 360 days.

Investing activities used cash of \$128.8 million in 2018 compared to \$85.3 million in 2017. We invested \$115.6 million and received \$81.2 million in proceeds from investment grade corporate bonds, municipal bonds and asset-backed securities with maturity dates ranging from 2019 through 2022. Approximately \$27.4 million was invested in property and equipment, primarily for computer equipment, furniture and fixtures in support of internal growth, particularly with respect to our cloud-based offerings. We paid \$2.2 million for the expansion of existing buildings. On December 7, 2018, we acquired certain assets and intellectual property of SonasDoc, Inc., a company that provides mobile-first, SaaS field reporting for law enforcement agencies. The total purchase price was approximately \$6.2 million, of which \$5.4 million was paid in cash and

Management's Discussion and Analysis of Financial Condition and Results of Operations

approximately \$759,000 accrued for a working capital holdback. On October 1, 2018, we acquired all of the equity interests of MobileEye, a company that develops software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. The total purchase price was approximately \$5.3 million in cash. On August 31, 2018, we acquired all of the assets of CareloadPRO, a company that provides a fully featured probation case management system. The purchase price of \$8.3 million was paid in cash. On April 30, 2018, we acquired all of the capital stock of Sociata, a company that provides open data and data-as-a-service solutions including cloud-based data integration, visualization, analysis, and reporting solutions for state and local government agencies. The purchase price, net of cash acquired of \$12 million, was \$47.6 million paid in cash. On April 30, 2018, we acquired all of the equity interests of Sage, a cybersecurity company offering a suite of services that supports an omnichannel security lifecycle, including program development, education and training, technical testing, advisory services, and digital forensics. The total purchase price was \$11.6 million paid in cash. These expenditures were funded from cash generated from operations.

In 2017, we invested \$59.8 million and received \$28.8 million in proceeds from investment grade corporate bonds, municipal bonds and asset-backed securities. Approximately \$43.1 million was invested in property and equipment. We purchased an office building in Latham, New York for approximately \$2.9 million and paid \$2.1 million for building improvements. We paid \$3.4 million for construction to expand our office building in Yarmouth, Maine. We also made three capital acquisitions with a combined cash purchase price of \$11.3 million. The remaining additions were for computer equipment, furniture and fixtures in support of internal growth, particularly with respect to our cloud-based offerings. These expenditures were funded from cash generated from operations.

Financing activities used cash of \$83.0 million in 2018 compared to cash provided of \$39.4 million in 2017. Financing activities in 2018 were comprised of collections of \$83.0 million from stock option exercises and employee stock purchase plan activity. We also purchased approximately 781,000 shares of our common stock for an aggregate purchase price of \$150.1 million, of which \$2.5 million was accrued as of December 31, 2018.

Financing activities in 2017 were comprised of \$100.0 million net payments on our revolving line of credit offset by collections of \$36.9 million from stock option exercises and employee stock purchase plan activity. We also purchased approximately 44,000 shares of our common stock for an aggregate purchase price of \$6.8 million.

In February 2019, our board of directors authorized the repurchase of an additional 1.5 million shares of Tyler common stock. The repurchase program, which was approved by our board of directors, was announced in October 2012, and was amended at various times from 2003 through 2018. As of February 30, 2019, we had remaining authorization to repurchase up to 2.7 million additional shares of our common stock. Our share repurchase program allows us to repurchase shares, at our discretion, at market conditions in respect to the timing of the buybacks and the number of shares repurchased, as well as the volume of employee stock option exercises. Share repurchases are generally funded using our existing cash balances and borrowings under our credit facility and may occur through open market purchases and transactions structured through investment banking institutions, privately negotiated transactions and/or other mechanisms. There is no expiration date specified for the authorization and we intend to repurchase stock under the plan from time to time.

On November 16, 2015, we entered into a \$300.0 million Credit Agreement (the "Credit Facility") with the various lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent. The Credit Facility provides for a revolving credit line of up to \$300.0 million, including a \$10.0 million sublimit for letters of credit. The Credit Facility matures on November 16, 2020. Borrowings under the Credit Facility may be used for general corporate purposes, including working capital requirements, acquisitions and share repurchases. Borrowings under the Credit Facility bear interest at a rate of either (i) Wells Fargo Bank's prime rate (subject to certain higher rate determinations) plus a margin of 0.25% to 1.00% or (ii) the 30-, 60-, 90- or 180-day LIBOR rate plus a margin of 1.25% to 2.00%. As of December 31, 2018, our interest rate was 5.75% under the prime rate option or approximately 3.77% under the 90-day LIBOR option. The Credit Facility is secured by substantially all of our assets. The Credit Facility requires us to maintain certain financial ratios and other financial conditions and prohibits us from making certain investments, advances, cash dividends or loans, and paying incurrences of additional indebtedness and debt. As of December 31, 2018, we were in compliance with these covenants.

As of December 31, 2018, we had no outstanding borrowings and had unused borrowing capacity of \$300.0 million under the Credit Facility. We paid interest of \$770,000 in 2018, \$804,000 in 2017, and \$19 million in 2016.

We paid income taxes, net of refunds received, of \$6.9 million in 2018, \$36.0 million in 2017, and \$30.2 million in 2016. In 2018, we experienced significant stock option exercise activity that generated net tax benefits of \$32.5 million and reduced tax payments accordingly. In 2017 and 2016, exercise tax benefits were \$40.6 million and \$28.6 million, respectively.

Management's Discussion and Analysis of Financial Condition and Results of Operations

We anticipate that 2019 capital spending will be between \$54 million and \$56 million, including approximately \$16 million related to real estate and approximately \$6 million of capitalized software development. We expect the majority of the other capital spending will consist of computer equipment and software for infrastructure replacement and expansion. Capital spending is expected to be funded from existing cash balances and cash flows from operations.

On January 31, 2019, we entered into a Merger agreement to acquire 100% of the equity interests of MP Holdings, Parent, Inc, dba MicroFact ("MicroFact") for the anticipated purchase price of \$185 million in cash at closing (subject to possible adjustments and holdback) plus contingent consideration not to exceed \$10 million. The completion of the acquisition is subject to customary closing conditions, including the expiration or the termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act. The Federal Trade Commission granted early termination of that waiting period effective February 15, 2019. The cash portion of the merger consideration will be funded from cash on hand and proceeds from the revolving credit facility.

On February 1, 2019, we acquired all the assets of CHC, LLC ("MYCHC"), a company that provides software solutions to connect communities. The purchase price is \$3.7 million of which \$3.6 million was paid in cash and approximately \$90,000 was accrued for a working capital holdback.

From time to time we engage in discussions with potential acquisition candidates in order to pursue such opportunities, which could require significant commitments of capital. We may be required to incur debt or to issue additional potentially dilutive securities in the future. No assurance can be given as to our future acquisition opportunities and how such opportunities will be financed.

We lease office facilities, as well as transportation and other equipment used in our operations under non-cancelable operating lease agreements expiring at various dates through 2026.

Summarized in the table below are our obligations to make future payments under the Credit Facility and lease obligations at December 31, 2018 (in thousands):

	2019	2020	2021	2022	2023	Thereafter	Total
Revolving line of credit	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Lease obligations	\$ 394	\$ 341	\$ 295	\$ 258	\$ 224	\$ 1,172	\$ 2,284
Total future payment obligations	\$ 394	\$ 341	\$ 295	\$ 258	\$ 224	\$ 1,172	\$ 2,284

As of December 31, 2018, we do not have any off-balance sheet arrangements, guarantees or material purchase commitments, except for the operating lease commitments listed above.

CAPITALIZATION

At December 31, 2018, our capitalization consisted of no outstanding borrowings and \$13 million of shareholders' equity.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may affect us due to adverse changes in financial market prices and interest rates.

In 2018, our effective average interest rate for borrowings was 5.22%. As of December 31, 2018, our interest rate was 5.75% under the prime rate option or approximately 3.72% under the 30-day LIBOR option. The Credit Facility is secured by substantially all of our assets. Loans under the Credit Facility bear interest at Tyler's option at a per annum rate of either (1) the Wells Fargo Bank prime rate (subject to certain higher rate determinations) plus a margin of 0.25% to 1.00% or (2) the 30, 60, 90 or 180-day LIBOR rate plus a margin of 1.25% to 2.00%.

As of December 31, 2018, we had no outstanding borrowings under the Credit Facility and therefore are not subject to any interest risk.

Management's Discussion and Analysis of Financial Condition and Results of Operations

CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures — We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act) designed to provide reasonable assurance that the information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. This includes controls and procedures designed to ensure that this information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosures. Management, with the participation of the chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2018. Based on this evaluation, the chief executive officer and chief financial officer have concluded that our disclosure controls and procedures were effective as of December 31, 2018.

Management's Report on Internal Control Over Financial Reporting — Tyler's management is responsible for establishing and maintaining effective internal control over financial reporting as defined in Securities Exchange Act Rule 13a-15(f). Tyler's internal control over financial reporting is designed to provide reasonable assurance to Tyler's management and board of directors regarding the preparation and fair presentation of published financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Management assessed the effectiveness of Tyler's internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Based on our assessment, we concluded that, as of December 31, 2018, Tyler's internal control over financial reporting was effective based on those criteria.

Tyler's internal control over financial reporting as of December 31, 2018 has been audited by Ernst & Young LLP, the independent registered public accounting firm who also audited Tyler's financial statements. Ernst & Young's attestation report on Tyler's internal control over financial reporting appears on page 42 hereof.

Changes in Internal Control Over Financial Reporting — During the quarter ended December 31, 2018, there were no changes in our internal control over financial reporting, as defined in Securities Exchange Act Rule 13a-15(f), that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Tyler Technologies, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Tyler Technologies, Inc. (the Company) as of December 31, 2018 and 2017, the related consolidated statements of comprehensive income, cash flows and shareholders' equity for each of the three years in the period ended December 31, 2018, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework and our report dated February 20, 2019 expressed an unqualified opinion thereon.

As discussed in Note 1 to the consolidated financial statements, the Company changed its method of accounting for revenue in 2016 due to the adoption of Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606), and the related amendments.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Ernst + Young LLP

We have served as the Company's auditor since 1960.

Dallas, Texas
February 20, 2019

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Tyler Technologies, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Tyler Technologies, Inc.'s internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework (the COSO criteria). In our opinion, Tyler Technologies, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), consolidated balance sheets of the Company as of December 31, 2018 and 2017, the related consolidated statements of comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes and our report dated February 20, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Ernst + Young LLP

Dallas, Texas
February 20, 2019

Consolidated Statements of Comprehensive Income

	2018	2017	2016
	As Adjusted		
[Of the years ended December 31,			
(in thousands, except per share amounts)			
Revenues:			
Software licenses and royalties	\$ 93,441	\$ 86,242	\$ 85,733
Subscriptions	270,341	172,176	142,657
Software services	311,269	180,460	171,845
Maintenance	344,571	559,019	500,996
Appraisal services	21,846	25,023	26,297
Hardware and other	23,638	17,673	14,557
Total revenues	1,025,107	1,068,593	1,262,085
Cost of revenues:			
Software licenses and royalties	—	3,291	2,964
Acquired software	22,972	21,686	22,231
Software services, maintenance and subscriptions	638,923	347,634	348,939
Appraisal services	14,295	15,886	15,411
Hardware and other	11,198	12,655	10,143
Total cost of revenues	688,388	421,152	409,693
Gross profit	336,719	647,441	852,392
Selling, general and administrative expenses	297,460	175,914	186,174
Research and development expense	83,204	47,224	43,164
Amortization of intangible and trademark intangibles	16,717	23,701	18,055
Operating income	38,938	195,599	60,999
Other income (expense), net	2,318	608	(1,361)
Income before income taxes	\$ 41,256	\$ 196,207	\$ 59,638
Income tax provision (benefit)	\$ 4,888	\$ (113)	\$ 19,957
Net income	\$ 36,368	\$ 196,094	\$ 39,681
Earnings per common share:			
Basic	\$ 0.84	\$ 4.55	\$ 2.12
Diluted	\$ 0.68	\$ 4.02	\$ 2.02

See accompanying notes.

Consolidated Balance Sheets

	2018	2017
	As Adjusted	
December 31,		
(in thousands, except per share and share amounts)		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 124,271	\$ 185,226
Accounts receivable (less allowance for losses of \$4,547 in 2018 and \$5,437 in 2017)	283,917	246,188
Short-term investments	42,036	45,129
Prepaid expenses	33,258	32,206
Income tax receivable	4,607	11,338
Other current assets	4,608	7,997
Total current assets	512,697	528,084
Accounts receivable, long-term	18,529	32,197
Property and equipment, net	155,147	152,215
Other assets:		
Goodwill	754,711	657,287
Other intangibles, net	276,851	225,911
Non-current investments and other assets	103,558	883,213
Total assets	\$ 1,049,593	\$ 1,411,333
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 5,910	\$ 8,174
Accounts receivable	56,490	64,675
Deferred revenue	310,517	298,813
Total current liabilities	372,917	371,662
Revolving line of credit	—	—
Deferred revenue, long-term	421	1,274
Deferred income taxes	41,791	48,375
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, \$10.00 par value, 2,000,000 shares authorized, none issued	—	—
Common stock, \$0.01 par value, 100,000,000 shares authorized, 48,147,309 shares issued in 2018 and 2017	491	481
Additional paid-in capital	771,455	686,867
Accumulated other comprehensive loss, net of tax	(46)	(46)
Retained earnings	77,102	83,449
Treasury stock, at cost, 9,537,565 and 16,282,181 shares in 2018 and 2017, respectively	(178,543)	(205,624)
Total shareholders' equity	676,699	569,167
Total liabilities and equity	\$ 1,049,593	\$ 1,411,333

See accompanying notes.

Consolidated Statements of Cash Flows

	2018	2017	2016
For the years ended December 31,			
(in thousands)			
All in U.S. dollars			
Cash flows from operating activities:			
Net income	\$ 117,462	\$ 189,571	\$ (13,701)
Adjustments to reconcile net income to cash provided by operations:			
Depreciation and amortization	57,754	53,295	49,773
Share-based compensation expense	59,794	57,548	29,747
Provision for losses -- accounts receivable	2,294	4,111	4,484
Deferred income tax benefit	(1,000)	(30,684)	(26,432)
Changes in operating assets and liabilities, exclusive of effects of acquired companies:			
Accounts receivable	(54,773)	(26,107)	(34,751)
Income tax receivable	1,444	(8,444)	18,185
Prepaid expenses and other current assets	(583)	(8,950)	215
Accounts payable	(2,416)	878	547
Accrued liabilities	(12,443)	6,650	10,717
Deferred revenue	43,621	3,838	29,811
Net cash provided by operating activities	258,204	194,735	191,892
Cash flows from investing activities:			
Cost of acquisitions, net of cash acquired	(174,804)	(11,344)	(9,284)
Purchase of marketable security investments	(113,474)	(59,775)	(20,316)
Proceeds from marketable security investments	8,205	28,768	16,837
Addition to property and equipment	(22,824)	(43,367)	(37,793)
Decrease (increase) in other	1,692	13	(12)
Net cash used in investing activities	(201,205)	(85,255)	(107,552)
Cash flows from financing activities:			
Decrease in net borrowings on revolving line of credit		(10,000)	(16,000)
Purchase of treasury shares	(148,324)	(2,474)	(1,113,833)
Contributions from an employee stock purchase plan	5,651	7,044	6,233
Proceeds from exercise of stock options	74,367	47,866	23,027
Net cash (used) provided by financing activities	(78,910)	42,436	(1,100,573)
Net (decrease) increase in cash and cash equivalents	(121,811)	149,916	(1,007,233)
Cash and cash equivalents at beginning of period	185,326	36,410	33,643
Cash and cash equivalents at end of period	\$ 63,515	\$ 186,326	\$ (1,073,590)

See accompanying notes.

Consolidated Statements of Shareholders' Equity

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock		Total Shareholders' Equity
	Shares	Amount				Shares	Amount	
(in thousands)								
Balance at December 31, 2016 (As Adjusted)	81,148	\$ 461	\$ 607,758	\$ 659	\$ 581,191	(11,274)	\$ (21,258)	\$ 1,248,891
Net income					123,211			123,211
Issuance of shares pursuant to stock compensation plan			(82,272)			827	(15,800)	28,557
Stock compensation			29,747					29,747
Issuance of shares pursuant to employee stock purchase plan			1,434			47	(8,962)	5,216
Treasury stock purchases						(682)	(112,563)	(112,563)
Balance at December 31, 2017 (As Adjusted)	81,148	461	556,967	(46)	704,402	(11,257)	(137,443)	1,314,174
Net income					189,571			189,571
Issuance of shares pursuant to stock compensation plan			28,124			5,113	(2,471)	45,746
Stock compensation			57,348					57,348
Issuance of shares pursuant to employee stock purchase plan			4,562			51	(2,268)	7,044
Treasury stock purchases						(41)	(16,413)	(16,413)
Balance at December 31, 2018 (As Adjusted)	81,148	461	627,001	(46)	893,923	(11,257)	(196,423)	1,394,714
Net income					(47,461)			(47,461)
Issuance of shares pursuant to stock compensation plan			44,814			1,114	(10,441)	35,487
Stock compensation			52,480					52,480
Issuance of shares pursuant to employee stock purchase plan			7,372			15	(84)	8,063
Treasury stock purchases						(781)	(132,026)	(132,026)
Balance at December 31, 2018	81,148	461	731,667	(46)	846,462	(11,257)	(318,530)	1,314,344

See accompanying notes.

Notes to Consolidated Financial Statements

(Tables in thousands, except per share data)

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DESCRIPTION OF BUSINESS

We provide integrated software systems and related services for the public sector, with a focus on local governments. We develop and market a broad line of software solutions and services to address the information technology ("IT") needs of cities, counties, schools and other local governments within. In addition, we provide professional IT services, including software and hardware installation, data conversion, training, and for certain customers, product modifications, along with continuing maintenance and support for customers using our systems. We also provide subscription-based services such as software as a service ("SaaS") arrangements, which primarily utilize the Tyler private cloud, and electronic document filing solutions ("e-filing"). In addition, we provide property appraisal outsourcing services for taxing jurisdictions.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include our parent company and two subsidiaries, which are wholly-owned. All significant intercompany balances and transactions have been eliminated in consolidation. Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions, and other events and circumstances from non-owner sources and includes all components of net income (loss) and other comprehensive income (loss). We had no items of other comprehensive income (loss) during the years ended December 31, 2018, 2017 and 2016.

CASH AND CASH EQUIVALENTS

Cash in excess of that necessary for operating requirements is invested in short-term, highly liquid, income-producing investments. Investments with original maturities of three months or less are classified as cash and cash equivalents, which primarily consist of cash on deposit with several banks and money market funds. Cash and cash equivalents are stated at cost, which approximates market value.

REVENUE RECOGNITION

Nature of Products and Services

We earn revenue from software licenses, royalties, subscription-based services, software services, post-contract customer support ("PCS" or "maintenance"), hardware, and appraisal services. Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the non-refundable we expect to receive in exchange for those products or services. We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, we satisfy a performance obligation

Most of our software arrangements with customers contain multiple performance obligations that range from software licenses, installation, training, and consulting to software modification and customization to meet specific customer needs (services), hosting, and PCS. For these contracts, we account for individual performance obligations separately when they are distinct. We evaluate whether separate performance obligations can be distinct or should be accounted for as one performance obligation. Arrangements that include software services, such as training or installation, are evaluated to determine whether those services are highly interdependent or interrelated to the product's functionality. The transaction price is allocated to the distinct performance obligations on a relative standalone selling price ("SSP") basis. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the applications sold, customer demographics, and the number and types of users within our contracts. Revenue is recognized net of allowances for sales adjustments and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Notes to Consolidated Financial Statements

Software Arrangements

Software Licenses and Royalties

Many of our software arrangements involve "off-the-shelf" software. We recognize the revenue allocable to "off-the-shelf" software licenses and specified upgrades at a point in time when control of the software license transfers to the customer, unless the software is not considered distinct. We consider off-the-shelf software to be distinct when it can be added to an arrangement with minor changes in the underlying code, it can be used by the customer for the customer's purpose upon installation, and remaining services such as training are not considered highly interdependent or interrelated to the product's functionality.

For arrangements that involve significant production, modification or customization of the software, or where software services are otherwise not considered distinct, we recognize revenue over time by measuring progress-to-completion. We measure progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. These arrangements are often implemented over an extended period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are established using the progress-to-completion measurement, after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent.

Software license fees are billed in accordance with the contract terms. Typically, a majority of the fee is due when access to the software license is made available to the customer and the remainder of the fee due over a passage of time stipulated by the contract. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

We recognize royalty revenue when the sale occurs under the terms of our third-party royalty arrangements. Currently, our third-party royalties are recognized on an estimated basis and are billed up when we receive notice of amounts we are entitled to receive. We typically receive notice of royalty revenues we are entitled to and billed on a quarterly basis in the quarter immediately following the royalty reporting period.

Software Services

As noted above, some of our software arrangements include services considered highly interdependent or highly interrelated or require significant customization to meet the customer's desired functionality. For these software arrangements, both the software licenses and related software services revenue are not distinct and are recognized over time using the progress-to-completion method. We measure progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Contract fees are typically billed on a milestone basis as defined within contract terms. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met. When software services are distinct, the fee allocable to the service element is recognized over the time we perform the services and is billed on a time-and-material basis.

Post-Contract Customer Support

Our customers generally enter into PCS agreements when they purchase our software licenses. PCS includes telephone support, e-mail, and rights to upgrades on a when-and-if available basis. PCS is considered distinct when purchased with our software licenses. Our PCS agreements are typically renewable annually. PCS is recognized over time on a straight-line basis over the period the PCS is provided. All significant costs and expenses associated with PCS are expensed as incurred.

Computer Hardware Equipment

Revenue allocable to computer hardware equipment is recognized at a point in time when control of the equipment is transferred to the customer.

Notes to Consolidated Financial Statements

Subscription-Based Services

Subscription-based services consist of revenues derived from SaaS arrangements, which primarily utilize the Tyler private court, and electronic filing transactions. Revenue from subscription-based services is generally recognized over time on a ratable basis over the contract term, beginning on the date that our service is made available to the customer. Our subscription contracts are generally three to five years or longer in length, billed annually in advance, and non-cancelable.

For SaaS arrangements, we evaluate whether the customer has the contractual right to take possession of our software at any time during the holding period without significant penalty and whether the customer can feasibly maintain the software or the customer's hardware or enter into another arrangement with a third-party to host the software. We allocate contract value to each performance obligation of the arrangement that qualifies for treatment as a distinct element based on estimated SSP. When it is determined that software is distinct, and the customer has the ability to take control of the software, we recognize revenue allocable to the software license fee when access to the software license is made available to the customer. We recognize hosting services ratably over the term of the arrangement, which range from one to ten years but are typically for a period of three to five years. For software services associated with certain SaaS arrangements, we have concluded that the services are not distinct, and we recognize the revenue ratably over the remaining contractual period once we have provided the customer access to the software. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the separate recognition criteria have been met.

Electronic filing transaction fees primarily pertain to documents filed with the courts by attorneys and other third-parties via our e-filing services and retrieval of filed documents via our access services. For each document filed with a court, the client generally pays a transaction fee and a court filing fee. Invoices are issued for a portion of the transaction fee and the filing fee to the court. We record as revenue the transaction fee, while the portion of the transaction fee remitted to the courts is recorded as cost of sales as we are acting as a principal in the arrangement. Court filing fees collected on behalf of the courts and remitted to the courts are recorded on a net basis and thus do not affect the statement of comprehensive income. For e-filing transaction fees, we have the right to charge the customer an amount that directly corresponds with the value to the customer of our performance to date. Therefore, we recognize revenue for these services over time based on the amount billable to the customer in accordance with the "as Invoiced" practical expedient (ASC 606-10-55-18). In some cases, we are paid on a fixed fee basis and recognize the revenue ratably over the contractual period.

Costs of performing services under subscription-based arrangements are expensed as incurred, except for certain direct and incremental contract origination and set-up costs associated with SaaS arrangements. Such direct and incremental costs are capitalized and amortized ratably over the useful life.

Appraisal Services

For our property appraisal projects, we recognize revenue using the progress-to-completion method since many of these projects are implemented over one to three-year periods and consist of various unique activities. Appraisal services require a significant level of integration and interdependency with various individual service components; therefore, the service components are not considered distinct. Appraisal services are recognized over time by measuring progress-to-completion, primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. These arrangements are often implemented over an extended time period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent. Contract fees are typically billed on a milestone basis as defined within contract terms. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

Notes to Consolidated Financial Statements

Significant Judgments:

Our contracts with customers often include multiple performance obligations to a customer. When a software arrangement (license or subscription) includes both software licenses and software services, judgment is required to determine whether the software license is considered distinct and accounted for separately, or not distinct and accounted for together with the software services and recognized over time.

The transaction price is allocated to the separate performance obligations on a relative SSP basis. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the applications sold, customer demographics, and the number and types of users within our contracts. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount to be allocated based on the relative SSP of the various products and services. In instances where SSP is not directly observable, such as when we do not sell the product or service separately, we determine the SSP using the expected cost-plus margin approach.

For arrangements that involve significant production, modification or customization of the software, or where software services otherwise cannot be considered distinct, we recognize revenue as control is transferred to the customer over time using progress-to-completion methods. Depending on the contract, we measure progress-to-completion primarily using labor hours incurred, or value added. The progress-to-completion method generally results in the recognition of reasonably consistent profit margins over the life of a contract because we can provide reasonably dependable estimates of contract billings and contract costs. We use the level of profit margin that is most likely to occur on a contract. If the most likely profit margin cannot be precisely determined, the lowest probable level of profit margin in the range of estimates is used until the results can be estimated more precisely. These arrangements are often implemented over an extended time period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent.

Typically, the structure of our arrangements does not give rise to variable consideration. However, in those instances whereby variable consideration exists, we include in our estimate additional revenue for variable consideration when we believe we have an enforceable right, the amount can be estimated reliably and its realization is probable.

Refer to Note 15 - Disaggregation of Revenue for further information, including the economic factors that affect the nature, amount, timing, and uncertainty of revenue and cash flows of our various revenue categories.

Contract Balances:

Accounts receivable and allowance for doubtful accounts

Timing of revenue recognition may differ from the timing of invoicing to customers. We record an unbilled receivable when revenue is recognized prior to invoicing, or deferred revenue when revenue is recognized subsequent to invoicing. For multi-year agreements, we generally invoice customers annually at the beginning of each annual coverage period. We record unbilled receivable related to revenue recognized for on-premises licenses as we have an unconditional right to invoice and receive payment in the future related to license fees.

We maintain allowances for doubtful accounts, which are provided at the time the revenue is recognized. Since most of our customers are domestic governmental entities, we rarely incur a loss resulting from the inability of a customer to make required payments. Events or changes in circumstances that indicate the carrying amount for the allowances for doubtful accounts may require revision include, but are not limited to, deterioration of a customer's financial condition, failure to manage our customer's expectations regarding the scope of the services to be delivered, and defects or errors in new versions or enhancements of our software products.

Notes to Consolidated Financial Statements

The following table summarizes the changes in the allowance for doubtful accounts and sales adjustments:

Years Ended December 31,	2018	2017	2016
Balance at beginning of year	\$ 3,427	\$ 3,256	\$ 1,640
Provision for losses - accounts receivable	2,795	4,110	4,484
Collection of accounts previously written off	(1,066)	(2,673)	(2,259)
Decreases for accounts charged off as credits issued	(1,547)	(1,427)	(1,231)
Balance at end of year	\$ 3,454	\$ 3,472	\$ 2,624

The allowance for doubtful accounts reflects our best estimate of probable losses inherent in the accounts receivable balance. We determine the allowance based on known troubled accounts, historical experience, and other currently available evidence.

In connection with our appraisal services contracts and certain software services contracts, we may perform work prior to when the software and services are billable and/or payable pursuant to the contract. Unbilled revenue is not billable at the balance sheet date but is recoverable over the remaining life of the contract through billings made in accordance with contractual agreements. The termination clauses in most of our contracts provide for the payment for the value of products delivered or services performed in the event of early termination. We have historically recorded such unbilled receivables (costs and estimated profit in excess of billings) in connection with (1) property appraisal services contracts accounted for using progress-to-completion method of revenue recognition using labor hours as a measure of progress towards completion in which the services are performed in one accounting period but the billing normally occurs subsequently and may span another accounting period; (2) software services contracts accounted for using progress-to-completion method of revenue recognition using labor hours as a measure of progress towards completion in which the services are performed in one accounting period but the billing for the software element of the arrangement may be based upon the specific phase of the implementation; (3) software revenue for which we have recognized revenue at the point in time when the software is made available to the customer but the billing has not yet been submitted to the customer; (4) some of our contracts which provide for an amount to be withheld from a progress billing (generally between 5% and 10% retention) until final audit satisfactory project completion is achieved; and (5) in a limited number of cases, extended payment terms, which may be granted to customers with whom we generally have a long-term relationship and favorable collection history.

The opening balance of current and long-term accounts receivable, net of allowance for doubtful accounts, was \$226.8 million (as adjusted) as of January 1, 2017.

As of December 31, 2018, and December 31, 2017, total current and long-term accounts receivable, net of allowance for doubtful accounts, was \$314.9 million and \$258.3 million (as adjusted), respectively. We have recorded unbilled receivables of \$104.2 million and \$146.6 million (as adjusted) at December 31, 2018, and December 31, 2017, respectively, included in unbilled receivables are retention receivables of \$12.2 million and \$2.2 million at December 31, 2018, and December 31, 2017, respectively, which become payable upon the completion of the contract or completion of our fieldwork and formal hearings. Unbilled receivables expected to be collected within one year have been included with accounts receivable, current portion in the accompanying consolidated balance sheets. Unbilled receivables and retention receivables expected to be collected past one year have been included with accounts receivable, long-term portion in the accompanying consolidated balance sheets.

Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 30 to 60 days. In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined our contracts generally do not include a significant financing component. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our products and services, not to receive financing from our customers or to provide customers with financing. Examples include invoicing at the beginning of a subscription term with revenue recognized ratably over the contract period, and multi-year on-premises term licenses that are invoiced annually with revenue recognized upfront.

Notes to Consolidated Financial Statements

Deferred Revenue

The majority of deferred revenue consists of deferred maintenance revenue that has been billed based on contractual terms in the underlying arrangement, with the remaining balance consisting of payments received in advance of revenue being earned under software licensing, subscription-based services, software and appraisal services and software installation. Refer to Note 16 - Deferred Revenue and Performance Obligations for further information, including deferred revenue by segment and changes in deferred revenue during the period.

Deferred Commission

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for initial contracts are deferred and then amortized on a straight-line basis over a period of benefit that we have determined to be three to seven years. We utilized the "portfolio approach" practical expedient in ASC 606-10-10-4, which allows entities to apply the guidance to a portfolio of contracts with similar characteristics because the effects on the financial statements of this approach would not differ materially from applying the guidance to individual contracts. Using the "portfolio approach", we determined the period of benefit by taking into consideration our customer contracts, our technology life-cycle and other factors. Sales commissions for renewal contracts are generally not paid in connection with the renewal of a contract. In the small number of instances where a commission is paid on a renewal, it is not commensurate with the commission paid on the initial sale and is recognized over the term of renewal, which is generally one year. Amortization expense related to deferred commissions is included in selling, general and administrative expenses in the accompanying consolidated statements of income. Refer to Note 17 - Deferred Commissions for further information.

Prepaid expenses and other current assets include direct and incremental costs such as commissions associated with arrangements for which revenue recognition has been deferred. Such costs are expensed at the time the related revenue is recognized.

USE OF ESTIMATES

The preparation of our financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include revenue recognition, determining the nature and timing of satisfaction of performance obligations, and determining the SSP of performance obligations, variable consideration, and other obligations such as returns and refunds; loss contingencies; the estimated useful life of deferred commissions; the carrying amount and estimated useful lives of intangible assets; determining share-based compensation expense; the valuation allowance for receivables; and determining the potential outcome of future tax consequences of events that have been recognized on our consolidated financial statements or tax returns. Actual results could differ from estimates.

PROPERTY AND EQUIPMENT, NET

Property, equipment and purchased software are recorded at original cost and increased by the cost of any significant improvements after purchase. We expense maintenance and repair when incurred. Depreciation and amortization is calculated using the straight-line method over the shorter of the asset's estimated useful life or the term of the lease for the case of leasehold improvements. For income tax purposes, we use accelerated depreciation methods as allowed by tax laws.

RESEARCH AND DEVELOPMENT COSTS

We expensed research and development costs of \$63.3 million in 2018, \$47.3 million in 2017, and \$43.2 million in 2016.

Notes to Consolidated Financial Statements

INCOME TAXES

Income taxes are accounted for under the asset and liability method. Deferred taxes arise because of different treatment between financial statement accounting and tax accounting, known as "temporary differences." We record the tax effect of these temporary differences as "deferred tax assets" (generally items that can be used as a tax deduction or credit in the future periods) and "deferred tax liabilities" (generally items that we received a tax deduction for, which have not yet been recorded in the income statement). The deferred tax assets and liabilities are measured using enacted tax rates and laws that are expected to be in effect when the temporary differences are expected to be recovered or settled. A valuation allowance would be established to reduce deferred tax assets if it is more likely than not that a deferred tax asset will not be "realized." On December 22, 2018, the Tax Cuts and Jobs Act (the "Tax Act") was enacted into law. The Tax Act amends the Internal Revenue Code to reduce tax rates and modify policies, credits and deductions for individuals and businesses. For businesses, the Tax Act reduces the corporate U.S. federal tax rate from a maximum of 35% to a flat 21% rate and transitions from a worldwide tax system to a territorial tax system. Under ASC 740 Income Taxes, the effects of changes in tax rates and laws are recognized in the period in which the new legislation is enacted. See Note 7 – "Income Tax" for further discussion related to the Tax Act.

SHARE-BASED COMPENSATION

We have a share-based award plan that provides for the grant of stock options, restricted stock units, and performance share units to key employees, directors and non-employee consultants. Stock options generally vest after three to six years of continuous service from the date of grant and have a contractual term of 10 years. Restricted stock unit grants generally vest ratably over three to five years of continuous service from the date of grant. Each performance share unit represents the right to receive one share of our common stock based on our achievement of certain financial performance targets during applicable performance periods. We account for share-based compensation utilizing the fair value recognition pursuant to ASC 718, Stock Compensation. See Note 9 – "Share-Based Compensation" for further information.

GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired, including identifiable intangible assets, in connection with our business combinations. Upon acquisition, goodwill is assigned to the reporting unit that is expected to benefit from the synergies of the business combination, which is the reporting unit to which the related acquired technology is assigned. A reporting unit is the operating segment, or a business unit one level below that operating segment, for which discrete financial information is prepared and regularly reviewed by executive management.

We assess goodwill for impairment annually as of April 1st, or more frequently whenever events or changes in circumstances indicate its carrying value may not be recoverable. We begin with the qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying value before applying the quantitative assessment described below. If it is determined through the evaluation of events or circumstances that the carrying value may not be recoverable, we perform a comparison of the estimated fair value of the reporting unit to which the goodwill has been assigned to the sum of the carrying value of the assets and liabilities of that unit. If the sum of the carrying value of the assets and liabilities of a reporting unit exceeds the estimated fair value of that reporting unit, the carrying value of the reporting unit's goodwill is reduced to its fair value through an adjustment to the goodwill balance, resulting in an impairment charge. The fair values calculated in our impairment tests are determined using discounted cash flow models involving several assumptions. The assumptions that are used are based upon what we believe a hypothetical marketplace participant would use in estimating fair value. We evaluate the reasonableness of the fair value calculations of our reporting units by comparing the total of the fair value of all of our reporting units to our total market capitalization.

We did not record any goodwill impairment charges for the years ended December 31, 2018 and 2017. See Note 4 – Goodwill and Other Intangible Assets, for additional information.

Notes to Consolidated Financial Statements

Other Intangible Assets

We make judgments about the recoverability of purchased intangible assets other than goodwill whenever events or changes in circumstances indicate that an impairment may exist. Customer base and acquired software each comprise approximately half of our purchased intangible assets other than goodwill. We review our customer turnover each year for indications of impairment. Our customer turnover has historically been very low. If indications of impairment are identified in a unit, we measure the recoverability of assets by a comparison of the carrying amount of the asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the assets. There have been no significant impairments of intangible assets in any of the periods presented.

IMPAIRMENT OF LONG-LIVED ASSETS

We periodically evaluate whether current facts or circumstances indicate that the carrying value of our property and equipment or other long-lived assets to be held and used may not be recoverable. If such circumstances are determined to exist, we measure the recoverability of assets to be held and used by a comparison of the carrying amount of the asset or appropriate grouping of assets and the estimated undiscounted future cash flows expected to be generated by the assets. If the carrying amount of the assets exceeds their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and would no longer be depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet. There have been no significant impairments of long-lived assets in any of the periods presented.

COSTS OF COMPUTER SOFTWARE

We capitalize software development costs upon the establishment of technological feasibility and prior to the availability of the product for general release to customers. Software development costs primarily consist of personnel costs and rent for related office space. We begin to amortize capitalized costs when a product is available for general release to customers. Amortization expense is determined on a product-by-product basis at a rate not less than straight-line basis over the product's remaining estimated economic life. We have not capitalized any internal software development costs in any of the periods presented.

FAIR VALUE OF FINANCIAL INSTRUMENTS

Cash and cash equivalents, accounts receivable, accounts payable, short-term obligations and certain other assets at cost approximate fair value because of the short maturity of these instruments. The fair value of our revolving line of credit would approximate book value as of December 31, 2018, because our interest rates reset approximately every 30 days or less. See Note 6 – "Revolving Line of Credit" for further discussion.

As of December 31, 2018, we have \$97.7 million in investment grade corporate bonds, municipal bonds and asset-backed securities with maturity dates ranging from 2018 through 2022. We intend to hold these bonds to maturity and have classified them as such. We believe cost approximates fair value because of the relatively short duration of these investments. The fair values of these securities are considered Level 1 as they are based on inputs from quoted prices in markets that are not active or from other observable market data. These investments are included in short-term investments and non-current investments and other assets.

As of December 31, 2018, we have \$15.0 million invested in convertible preferred stock representing a 20% interest in Rascal Holdings Pty Limited, a privately held Australian company specializing in digitizing the spoken word in court and legal proceedings. The investment in convertible preferred stock is accounted under the cost method because we do not have the ability to exercise significant influence over the investee and the securities do not have readily determinable fair values. Our investment is carried at cost less any impairment write-downs. Annually, our cost method investments are assessed for impairment. We do not reassess the fair value of cost method investments if there are no identified events or changes in circumstances that may have a significant adverse effect on the fair value of the investments. There has been no impairment of our cost method investment for the periods presented. Rascal's investment is included in non-current investments and other assets in the accompanying consolidated balance sheets.

Notes to Consolidated Financial Statements

CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject us to significant concentrations of credit risk consist principally of cash and cash equivalents, accounts receivable from trade customers, and investments in marketable securities. Our cash and cash equivalents primarily consist of operating account balances and money market funds, which are maintained at several major domestic financial institutions and the balances often exceed insured amounts. As of December 31, 2018, we had cash and cash equivalents of \$14.3 million. We perform periodic evaluations of the credit standing of these financial institutions.

Concentrations of credit risk with respect to receivables are limited due to the size and geographical diversity of our customer base. Historically, our credit losses have not been significant. As a result, we do not believe we have any significant concentrations of credit risk as of December 31, 2018.

We maintain allowances for doubtful accounts, which are provided at the time the revenue is recognized. Since most of our customers are domestic governmental entities, we rarely incur a loss resulting from the inability of a customer to make required payments. Events or changes in circumstances that indicate the carrying amount for the allowances for doubtful accounts may require revision include, but are not limited to, determination of a customer's financial condition, failure to manage our customer's expectations regarding the scope of the services to be delivered, and defects or errors in new versions or enhancements of our software products.

INDEMNIFICATION

Most of our software license agreements indemnify our customers in the event that the software sold infringes upon the intellectual property rights of a third party. These agreements typically provide that in such event we will either modify or replace the software so that it becomes non-infringing or procure for the customer the right to use the software. We have recorded no liability associated with these indemnifications, as we are not aware of any pending or threatened infringement actions that are possible losses. We believe the estimated fair value of these intellectual property indemnification clauses is minimal.

We have also agreed to indemnify our officers and board members if they are retained or threatened to be named as a party to any proceeding by reason of the fact that they acted in such capacity. We maintain directors' and officers' liability insurance coverage to protect against any such losses. We have recorded no liability associated with these indemnifications. Because of our insurance coverage, we believe the estimated fair value of these indemnification agreements is minimal.

RECLASSIFICATIONS

Certain amounts for previous years have been reclassified to conform to the current year presentation.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

Revenue from Contracts with Customers. In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, Revenue from Contracts with Customers. ASU No. 2014-09 supersedes the revenue recognition requirements at Accounting Standards Codification ("ASC") Topic 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This model involves a five-step process that includes identifying the contract with the customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction price to the performance obligations in the contract and recognizing revenue when (or as) the entity satisfies the performance obligations. Topic 606 also includes Subtopic 340-40, Other Assets and Deferred Costs - Contracts with Customers, which requires the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to ASU No. 2014-09 and Subtopic 340-40 as the "new standard."

Notes to Consolidated Financial Statements

We adopted the requirements of the new standard as of January 1, 2018, utilizing the full retrospective method of transition. Adoption of the new standard resulted in changes to our accounting policies for revenue recognition, trade and other receivables, and deferred commissions, as detailed below. We applied the new standard using a practical expedient where the consideration allocated to the remaining performance obligations or an explanation of when we expect to recognize that amount as revenue for all reporting periods presented before the date of the initial application is not disclosed.

The impact of adopting ASU No. 2014-09 on our total revenues for 2017 and 2016 was not material. The impact of adopting the new standard on our retained earnings and deferred commissions is material. The most significant impact of the new standard relates to our accounting for software license revenue. Specifically, under the new standard, software license fees under perpetual agreements are no longer subject to 20% discount allocations from other performance obligations in the contract. Discounts in arrangements are allocated across all performance obligations. Increasing license revenues and decreasing revenues allocated to other performance obligations. In addition, in most cases, net license fees (total license fees less any allocated discounts) are recognized at the point in time when control of the software license transfers to the customer versus our legacy policy of recognizing revenue upon delivery and only to the extent billable per the contractual terms. Under the new standard, time-based license fees are no longer recognized over the contractual period of the license and are instead recognized at the point in time when the control of the software license transfers to the customer. Revenues related to our PCS renewals, SaaS offerings and appraisal services remain substantially unchanged. Due to the complexity of certain contracts, the actual revenue recognition treatment required under the new standard is dependent on contract-specific terms and may vary in some instances from recognition at the time of billing.

Adoption of the new standard requires that incremental costs directly related to obtaining a contract (typically sales commission) must be recognized as an asset and expensed on a systematic basis that is consistent with the transfer to the customer of the goods and services to which the asset relates, unless that life is less than one year. Prior to adoption of the new standard, we deferred sales commissions and recognized expense over the relevant initial contractual term, which was generally one to two years. Under the new standard, we amortize these costs over a period of benefit that we have determined to be three to seven years.

We adjusted our consolidated financial statements from amounts previously reported due to the adoption of the new standard. Select unaudited condensed consolidated statement of income line items, which reflect the adoption of the new standard, are as follows (in thousands, except per share data):

	December 31, 2017			December 31, 2016		
	As Reported	Adjustments	As Adjusted	As Reported	Adjustments	As Adjusted
Statement of Income:						
Software licenses and royalties	\$ 75,694	\$ 10,648	\$ 86,342	\$ 74,506	\$ 9,427	\$ 83,933
Subscriptions	173,816	(1,224)	172,592	142,234	(87)	142,147
Software services	197,146	(6,589)	190,557	174,904	(3,156)	171,748
Maintenance	34,196	(2,590)	31,606	32,369	(1,971)	30,398
Appraisal services	23,028	—	23,028	26,287	—	26,287
Hardware and other	17,117	(38)	17,079	14,872	(413)	14,459
Total revenues	843,862	137	844,000	736,843	3,237	740,080
Selling, general and administrative expenses	376,914	(1,062)	375,852	167,121	(1,965)	165,156
Amortization of customer and trade name intangibles	3,912	(531)	3,381	13,211	(529)	12,682
Operating income	169,920	1,628	171,548	151,205	6,261	157,466
Income tax (benefit) provision	(23,177)	(2,783)	(25,960)	24,450	2,567	21,883
Net income	146,743	(1,155)	145,588	126,755	8,828	135,583
Earnings per common share:						
Basic	\$ 1.40		\$ 1.45	\$ 1.01		\$ 1.17
Diluted	\$ 1.18		\$ 1.32	\$ 0.87		\$ 1.02

Notes to Consolidated Financial Statements

Select condensed consolidated balance sheet line items, which reflect the adoption of the new standard, are as follows (in thousands)

	December 31, 2017		
	As Reported	Adjustment	As Adjusted
Balance Sheet			
Accounts receivable	\$ 297,127	\$ 12,081	\$ 309,208
Prepaid expenses	21,252	4,254	25,506
Accounts receivable, long-term	7,518	4,571	12,089
Other intangibles, net	236,444	(6,827)	229,617
Total assets	1,583,592	21,759	1,605,351
Deferred revenue	303,461	(10,548)	292,913
Deferred license fees	38,914	7,365	46,279
Retained earnings	\$93,821	24,842	118,663
Total liabilities and shareholders' equity	\$1,583,592	\$ 21,759	\$1,605,351

Our adoption of ASU No. 2014-09 had no impact on our net cash provided by or used in operating, investing or financing activities for any of the periods reported.

Recent tax legislation. On December 22, 2017, the Tax Cuts and Jobs Act ("Tax Act") was enacted into law. The Tax Act amends the Internal Revenue Code to reduce tax rates and modify credits, credits and deductions for businesses and individuals. For businesses, the Tax Act reduces the U.S. corporate federal income tax rate from a maximum of 35% to a flat 21% rate and transitions from a worldwide tax system to a territorial tax system. The Tax Act also adds many new provisions including changes to bonus depreciation, the deduction for executive compensation and a tax on global intangible low-taxed income (GILTI). The most significant impact of the Tax Act to us is the reduction in the U.S. federal corporate income tax rate. Refer to Note 7 - Income Tax Provision for further information.

NEW ACCOUNTING PRONOUNCEMENTS

Recent Accounting Guidance not yet Adopted

Leases. On February 25, 2016, the FASB issued its new lease accounting guidance in ASU No. 2016-02, Leases ("Topic 842"). Under the new guidance, lessees will be required to recognize the following for all leases (with the exception of short-term leases) at the commencement date:

- A lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and
- A right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term.

Topic 842 is effective for fiscal years beginning after December 15, 2018, including interim periods therein. Early application is permitted for all business entities upon issuance. Upon adoption, entities will be required to use a modified retrospective approach with an option to use certain practical expedients. We expect to adopt ASU 2016-02 when effective, using the transition method that allows us to initially apply the guidance at the adoption date of January 1, 2019, and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We expect to use the package of practical expedients that allows us to not reassess: (1) lease classification for any expired or existing leases and (2) initial direct costs for any expired or existing leases. We expect ASU 2016-02 will impact our consolidated financial statements and related disclosures. We are currently evaluating the extent of the impact and expect that most of our lease commitments will be subject to the updated guidance and recognized as lease liabilities and right-of-use assets on our consolidated balance sheet upon adoption. Based on our current portfolio of leases, we estimate a range of \$15.5 million to \$128 million of lease assets and liabilities to be recognized on our balance sheet, primarily relating to office facilities.

Notes to Consolidated Financial Statements

(2) ACQUISITIONS

2018

On December 7, 2016, we acquired certain assets and intellectual property of SceneDoc, Inc ("SceneDoc"), a company that provides mobile-first, SaaS field reporting for law enforcement agencies. The total purchase price was approximately \$6.2 million, of which \$5.4 million was paid in cash and approximately \$793,600 accrued for a working capital holdback, subject to certain post-closing adjustments.

On October 1, 2018, we acquired all of the equity interests of TradeMaster, Inc. dba MobileEyez ("MobileEyez"), a company that develops SaaS software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. The total purchase price was approximately \$5.3 million in cash.

On August 31, 2018, we acquired all of the assets of CaseloadPRO, L.P., a company that provides a fully featured SaaS probation case management system. The purchase price of \$3.3 million was paid in cash.

On April 30, 2018, we acquired all of the capital stock of Sociata, Inc ("Sociata"), a company that provides open data and data-as-a-service solutions including cloud-based data integration, visualization, analysis, and reporting solutions for state and local government agencies. The purchase price, net of cash acquired of \$17 million, was \$475 million paid in cash.

We have performed a valuation analysis of the fair market value of Sociata's assets and liabilities. The following table summarizes the allocation of the purchase price as of the acquisition date:

In thousands	
Cash	\$ 17,000
Accounts receivable	2,615
Other current assets	2,057
Other noncurrent assets	66
Deferred tax assets, net	20
Identifiable intangible assets	13,600
Goodwill	25,652
Accounts payable	(1,754)
Accrued expenses	(1,694)
Deferred revenue	15,410
Total acquisition	\$143,329

In connection with this transaction, we acquired total tangible assets of \$75 million and assumed liabilities of approximately \$8 million. We recorded goodwill of \$75.7 million, none of which is expected to be deductible for tax purposes, and other identifiable intangible assets of approximately \$75.0 million. The \$75.0 million of intangible assets are attributable to customer relationships, acquired software, and trade name and will be amortized over a weighted average period of approximately 12 years. We recorded deferred tax assets, net of approximately \$20,000 related to estimated fair value allocations. Sociata's solutions are a direct complement to our current offerings and will provide a new and important additional revenue stream. By offering Sociata within virtually every Tyler product suite, our clients will have the opportunity to make their existing data discoverable, usable and actionable, but more importantly, potentially include data from other agencies and jurisdictions to make analysis even more powerful and meaningful. Therefore, the goodwill of \$75.7 million arising from this acquisition is primarily attributed to our ability to integrate Sociata's solutions with our existing portfolio and to generate increased revenues, earnings and cash flow by leveraging our sales resources and client base. Our final valuation of the fair market value of Sociata's assets and liabilities resulted in adjustments to the preliminary opening balance sheet. These adjustments related to a reduction in deferred income taxes and accrued expenses resulting in a net decrease to goodwill of approximately \$3.3 million. We also incurred fees of approximately \$578,000 for financial advisory, legal, accounting, due diligence, valuation and other various services necessary to complete the acquisition. These fees were expensed in 2018 and are included in selling, general and administrative expenses.

Notes to Consolidated Financial Statements

The following unaudited pro forma information of the consolidated results of operations have been prepared as if the Sociata acquisition had occurred at January 1, 2017, after giving effect to certain adjustments, including amortization of intangibles, interest, transaction costs and tax effects.

Twelve Months Ended December 31,	2018	2017
Revenue	\$543,722	\$685,944
Net Income	133,315	150,218
Basic earnings per share	1.82	4.04
Diluted earnings per share	1.41	3.81

Pro forma information above does not include acquisitions that are not considered material to our results of operations. The pro forma information does not purport to represent what our results of operations actually would have been had such transactions or events occurred on the dates specified, or to project our results of operations for any future period.

On April 10, 2018, we acquired all of the equity interests of Sage Data Security, LLC ("Sage"), a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle, including program development, education and training, technical testing, advisory services, and digital forensics. The total purchase price was \$116 million paid in cash. Tyler has performed a valuation analysis of the fair market value of Sage's assets and liabilities. As a result, we acquired total tangible assets of approximately \$1.8 million and assumed liabilities of approximately \$730,000. We have recorded total goodwill of approximately \$3.5 million, all of which is expected to be deductible for tax purposes, and other intangible assets of approximately \$7.0 million. The \$7.0 million of intangible assets is attributable to customer relationships, acquired software and trade name and will be amortized over a weighted average period of approximately 14 years.

As of December 31, 2018, the purchase price allocations for Sage, Sociata, CaseLoadPro, and MobileEyes are complete. As of December 31, 2018, the purchase price allocation for SceneDoc is not yet complete, therefore the preliminary valuation estimates of fair value assumed at the acquisition date for intangible assets, receivables and deferred revenue and related deferred taxes are subject to change as valuations are finalized.

The operating results of all 2018 acquisitions are included with the operating results of the Enterprise Software segment since their date of acquisition. Revenue from Sociata included in Tyler's results of operations totaled approximately \$18.9 million and the net loss was \$15.5 million for the twelve months ended December 31, 2018. The impact of the Sage, CaseLoadPro, MobileEyes and SceneDoc acquisitions, individually and in the aggregate, on our operating results, assets and liabilities is not material.

Our balance sheet as of December 31, 2018, reflects the allocation of the purchase price to the assets acquired based on their fair value at the date of each acquisition. The fair value of the assets and liabilities acquired are based on valuations using Level III, unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

2017

On November 29, 2017, we acquired audio and digital two-way radio communication technology and related assets from Radio 10-33, LLC. The total purchase price was \$14 million, all of which was paid in cash.

On August 2, 2017, we acquired substantially all of the assets and assumed certain liabilities of Digital Health Department, Inc. ("DHD"), a company that provides environmental health software, offering a SaaS solution for public health compliance and inspection processes. The total purchase price, net of debt assumed, was \$4.9 million, all of which was paid in cash.

On May 30, 2017, we acquired all of the capital stock of Modria.com, Inc., a company that specializes in online dispute resolution for government and commercial entities. The total purchase price, net of debt assumed, was \$7.0 million, of which \$6.1 million was paid in cash and \$900,000 was accrued as of December 31, 2017.

The operating results of these acquisitions are included in our results of operations of the Enterprise Software segment from their respective dates of acquisition. The impact of these acquisitions, individually and in the aggregate, on our operating results, assets and liabilities is not material.

Notes to Consolidated Financial Statements

2016

On May 21, 2016, we acquired all of the capital stock of Eterotimo Software, LLC, a leading provider of time, attendance, and advanced scheduling software solutions. The total purchase price, net of debt assumed, was \$74 million. The fair value of the assets and liabilities acquired are based on valuations using Level III, unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. The operating results of this acquisition are included in our results of operations of the Enterprise Software segment from the date of the acquisition. The impact of this acquisition on our operating results is not material.

(5) PROPERTY AND EQUIPMENT, NET

Property and equipment, net consists of the following at December 31:

	2018	2017
Land	\$ 1,558	\$ 9,958
Building and leasehold improvements	5-39	122,241
Computer equipment and purchased software	3-5	84,549
Furniture and fixtures	5	27,238
Transportation equipment	5	412
Accumulated depreciation and amortization	(244,526)	(254,013)
Property and equipment, net	\$ 119,172	\$ 182,213

Depreciation expense was \$212 million in 2018, \$173 million in 2017, and \$13.4 million in 2016.

In 2018, we paid \$2.2 million for the expansion of existing buildings.

In 2017, we purchased an office building in Latham, New York for approximately \$2.9 million and paid \$2.1 million for improvements to that building. We also paid \$9.4 million for construction to expand our office building in Yarmouth, Maine.

We own office buildings in Bangor, Falmouth and Yarmouth, Maine; Lubbock and Plano, Texas; Troy, Michigan; Latham, New York; and Kalamazoo, Ohio. We lease space in some of these buildings to third-party tenants. These leases expire between 2017 and 2025 and are expected to provide rental income of approximately \$1.3 million in 2019, \$1.3 million in 2020, \$1.3 million in 2021, \$1.4 million in 2022, \$1.4 million in 2023, and \$2.4 million thereafter. Rental income from third-party tenants was \$12 million in 2018, \$1.5 million in 2017, and \$17 million in 2016.

(4) GOODWILL AND OTHER INTANGIBLE ASSETS

Other intangible assets and related accumulated amortization consists of the following at December 31:

	2018	2017
Customer relationships	\$ 178,216	\$ 178,289
Customer related intangibles	292,416	374,462
Acquired software	18,000	11,436
Trade names	1,124	5,934
Leasehold improvements	461,234	174,334
Accumulated amortization	(134,387)	(124,757)
Other intangible assets, net	\$ 926,603	\$ 579,698

Total amortization expense for intangibles was \$39.6 million in 2018, \$35.5 million (as adjusted), in 2017, and \$15.9 million (as adjusted) during 2016.

Notes to Consolidated Financial Statements

The allocation of acquisition intangible assets is summarized in the following table:

	December 31, 2018			December 31, 2017		
	Gross Carrying Amount	Weighted Average Amortization Period	Accumulated Amortization	Gross Carrying Amount	Weighted Average Amortization Period	Accumulated Amortization
Non-amortizable intangibles:						
Goodwill	\$615,210			\$652,387		
Amortizable intangibles:						
Customer related intangibles	238,215	15 years	78,720	179,280	15 years	61,274
Acquired software	202,415	7 years	97,772	175,455	7 years	76,800
Trade names	14,300	11 years	5,119	11,435	11 years	5,755
Leases acquired	1,659	10 years	1,351	2,694	10 years	925

The changes in the carrying amount of goodwill for the two years ended December 31, 2018 are as follows:

	Intangible Software	Acquired and Tax	Total
Balance as of 12/31/2016	\$843,680	\$3,667	\$847,347
Goodwill acquired with acquisitions	2,250	—	2,250
Balance as of 12/31/2017	\$845,930	\$3,667	\$849,597
Goodwill acquired related to the purchase of Oneida	25,657	—	25,657
Goodwill acquired related to other acquisitions	18,678	—	18,678
Balance as of 12/31/2018	\$890,265	\$3,667	\$893,932

Estimated annual amortization expense related to acquired intangibles will be recorded as a reduction to hardware and other expense and is expected to be \$374,000 in 2019, \$313,000 in 2020, \$312,000 in 2021, \$312,000 in 2022, \$312,000 in 2023 and \$723,000 thereafter. Estimated annual amortization expense related to acquisition intangibles, including acquired software, for which the amortization expense is recorded as cost of revenues, is as follows:

2018	\$ 40,222
2019	38,120
2021	38,452
2022	34,987
2023	18,390
Thereafter	185,678

Notes to Consolidated Financial Statements

(5) ACCRUED LIABILITIES

Accrued liabilities consist of the following at December 31:

	2018	2017
Accrued wages, bonuses and commissions	\$42,100	\$45,684
Other accrued liabilities	28,346	26,947
	\$70,446	\$72,631

(6) REVOLVING LINE OF CREDIT

On November 16, 2016, we entered into a \$300.0 million Credit Agreement (the "Credit Facility") with the various lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent. The Credit Facility provides for a revolving credit line of up to \$300.0 million, including a \$10.0 million sublimit for letters of credit. The Credit Facility matures on November 16, 2023. Borrowings under the Credit Facility may be used for general corporate purposes, including working capital requirements, acquisitions and share repurchases.

Borrowings under the Credit Facility bear interest at a rate of either (1) Wells Fargo Bank's prime rate (subject to a minimum higher rate determination) plus a margin of 0.25% to 1.00% or (2) the 30, 60, 90 or 180-day LIBOR rate plus a margin of 1.25% to 2.00%. As of December 31, 2018, our interest rate was 5.75% under the prime rate option or approximately 3.77% under the 30-day LIBOR option. The Credit Facility is secured by substantially all our assets. The Credit Facility requires us to maintain certain financial ratios and other financial conditions and prohibits us from making certain investments, advances, cash dividends or loans, and limits incurrence of additional indebtedness and liens. As of December 31, 2018, we were in compliance with those covenants.

As of December 31, 2018, we had no outstanding borrowings and had unused borrowing capacity of \$300.0 million under the Credit Facility. In addition, as of December 31, 2018, we had no outstanding letters of credit.

We paid interest of \$770,600 in 2018, \$804,000 in 2017 and \$18 million in 2016.

(7) INCOME TAX

The income tax provision (benefit) on income from operations consists of the following:

Years Ended December 31,	2018	2017	2016
	As Adjusted		
Current:			
Federal	\$ 9,110	\$ 22,283	\$ 41,366
State	4,367	4,868	7,892
	\$13,477	\$27,151	\$49,258
Deferred:	(15,999)	(22,564)	(18,451)
	\$ (2,522)	\$ 4,587	\$ 30,807

Notes to Consolidated Financial Statements

Reconciliation of the U.S. statutory income tax rate to our effective income tax expense rate for operations follows:

Years Ended December 31,	2018	2017	2016
	As Adjusted		
Federal income tax expense at statutory rate	\$ 32,233	\$ 57,205	\$ 47,480
State income tax, net of federal income tax benefit	7,993	4,754	5,091
Income production activities deduction	—	(6,517)	(3,947)
Excess tax benefits related to stock option exercises	(32,487)	(40,534)	(28,351)
Tax Act adjustments	(11,750)	(25,492)	—
Tax credits	13,315	(3,578)	—
Non-operational business expenses	5,655	4,573	2,878
Other, net	13	100	(34)
	\$ 8,428	\$ (8,132)	\$ 21,332

On December 22, 2017, the Tax Act was enacted into law. The Tax Act amends the Internal Revenue Code to reduce tax rates and modify policies, credits and deductions for individuals and businesses. For businesses, the Tax Act reduces the U.S. corporate federal tax rate from a maximum of 35% to a flat 21% rate and transitions from a worldwide tax system to a territorial tax system. The Tax Act also adds many new provisions including changes to bonus depreciation, the deduction for executive compensation and a tax on global intangible low-taxed income (GILTI). The most significant impact of the Tax Act to us is the reduction in the U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision was a \$26.0 million (as adjusted) tax benefit due to the remeasurement of deferred tax assets and liabilities. We recorded an additional \$1.8 million tax benefit in 2018 after our 2017 tax returns were finalized. The accounting for the income tax effects of the Tax Act was completed during the fourth quarter of 2018. Overall, the changes due to the Tax Act will favorably affect, improve tax expense and future U.S. earnings.

The tax effects of the major items recorded as deferred tax assets and liabilities as of December 31 are:

	2018	2017
	As Adjusted	
Deferred income tax assets:		
Operating expenses not currently deductible	\$ 7,985	\$ 3,714
Stock options and other employee benefit plans	13,496	16,352
Risks and credits carryforwards	17,599	—
Total deferred income tax assets	49,080	20,066
Valuation allowance	(11,049)	—
Total deferred income tax assets, net of valuation allowance	38,031	20,066
Deferred income tax liabilities:		
Intangible assets	(17,757)	(63,187)
Property and equipment	(8,451)	(5,693)
Prepaid expenses	(4,079)	(199)
Deferred revenue	(13,940)	(8,647)
Total deferred income tax liabilities	(44,227)	(77,726)
Net deferred income tax liabilities	\$ (6,196)	\$ (57,660)

The above 2017 balances reflect an \$8.0 million deferred tax liability related to the recognition of revenue as part of the adoption of ASU No. 2014-09.

Notes to Consolidated Financial Statements

During 2018, we acquired federal and state net operating loss and tax credit carryforwards totaling \$18.0 million in connection with the acquisition of Sociata. The federal and state net operating loss and tax credit carryforwards will expire in various years beginning in 2027, if not utilized. The acquired net operating loss and tax credit carryforwards are subject to an annual limitation but are expected to be realized with the exception of certain state net operating loss carryforwards. The valuation allowance disclosed in the table above relates to state net operating losses not likely to be realized. We believe it is more likely than not that all other deferred tax assets will be realized. However, the amount of the deferred tax asset considered realizable could be adjusted in the future if estimates of reversing taxable temporary differences are revised.

In connection with the acquisition of Sociata in 2018, we recorded a \$1.0 million liability for an uncertain tax position associated with acquired tax credit carryforwards. The unrecognized tax benefits are included in deferred income taxes in our consolidated balance sheets and are reflected in the opening balance sheet of Sociata. The entire amount, if recognized, would affect the effective tax rate.

The aggregate changes in the balance of unrecognized tax benefits were as follows:

	2018
Balance at beginning of year	\$ 1.0
Increase for tax positions relating to prior years	1.9
Balance at end of year	\$ 2.9

Based on the information currently available, we do not anticipate a significant increase or decrease to our tax contingencies for these issues for the next 12 months.

We are subject to U.S. federal tax, as well as income tax of multiple state, local and foreign jurisdictions. We are routinely subject to income tax examinations by these taxing jurisdictions, but we do not have a history of, nor do we expect any material adjustments as a result of these examinations. During 2017, the Internal Revenue Service issued a "no change" letter upon completion of their examination of our 2012 tax year. With few exceptions, major U.S. federal, state, local and foreign jurisdictions are no longer subject to examination for years before 2014. As of February 20, 2018, no significant adjustments have been prepared by any taxing jurisdiction.

We paid income taxes, net of refunds received, of \$6.8 million in 2018, \$36.0 million in 2017, and \$10.2 million in 2016.

(8) SHAREHOLDERS' EQUITY

The following table details activity in our common stock:

	Years Ended December 31,					
	2018		2017		2016	
	Shares	Amount	Shares	Amount	Shares	Amount
Stock option exercises	1,120	\$ 74,500	1,113	\$ 45,845	827	\$ 23,527
Purchases of common stock	(781)	(156,024)	944	(3,613)	(382)	(110,699)
Employee stock plan purchases	45	8,751	51	7,044	47	3,236

As of February 20, 2019, we had authorization from our board of directors to repurchase up to 2.7 million additional shares of our common stock.

Notes to Consolidated Financial Statements

(9) SHARE-BASED COMPENSATION

Share-Based Compensation Plan

In May 2018, stockholders approved the Tyler Technologies, Inc. 2018 Stock Incentive Plan ("the 2018 Plan") which amended and restated the existing Tyler Technologies, Inc. 2010 Stock Option Plan ("the 2010 Plan"). Upon stockholder approval of the 2018 Plan, the remaining shares available for grant under the 2010 Plan were added to the shares authorized for grant under the 2018 Plan. Additionally, any awards previously granted under the 2010 Plan that expire unexercised or are forfeited are added to the shares authorized for grant under the 2018 Plan.

During fiscal year 2018, we granted stock awards under the 2018 Plan in the form of stock options, restricted stock units and performance share units. Stock options generally vest after three to six years of continuous service from the date of grant and have a contractual term of 10 years. Once options become exercisable, the employee can purchase shares of our common stock at the market price on the date we granted the option. Restricted stock unit grants generally vest ratably over three to five years of continuous service from the date of grant. Each performance share unit represents the right to receive one share of our common stock based on our achievement of certain financial performance targets during applicable performance periods. We account for share-based compensation utilizing the fair value recognition pursuant to ASC 718, Stock Compensation.

As of December 31, 2018, there were 3.8 million shares available for future grants under the plan from the 22.9 million shares previously approved by the shareholders.

Determining Fair Value of Stock Compensation

Valuation and Amortization Method. We estimate the fair value of stock option awards granted using the Black-Scholes option valuation model. For restricted stock unit and performance stock unit awards, we amortize the fair value of all awards on a straight-line basis over the requisite service periods, which are generally the vesting periods.

Expected Life. The expected life of awards granted represents the period of time that they are expected to be outstanding. The expected life represents the weighted-average period the stock options are expected to be outstanding based primarily on the options' vesting terms, remaining contractual life and the employees' expected exercise based on historical patterns.

Expected Volatility. Using the Black-Scholes option valuation model, we estimate the volatility of our common stock at the date of grant based on the historical volatility of our common stock.

Risk-Free Interest Rate. We base the risk-free interest rate used in the Black-Scholes option valuation model on the implied yield currently available on U.S. Treasury zero-coupon issues with an equivalent remaining term equal to the expected life of the award.

Expected Dividend Yield. We have not paid any cash dividends on our common stock in more than ten years and we do not anticipate paying any cash dividends in the foreseeable future. Consequently, we use an expected dividend yield of zero in the Black-Scholes option valuation model.

Expected Forfeitures. We use historical data to estimate pre-vesting option forfeitures. We record share-based compensation only for those awards that are expected to vest.

Notes to Consolidated Financial Statements

The following weighted average assumptions were used for options granted:

Years Ended December 31,	2018	2017	2016
Expected life (in years)	6.0	6.0	6.0
Expected volatility	28.2%	28.1%	28.1%
Risk-free interest rate	2.1%	2.0%	1.8%
Expected forfeiture rate	—%	—%	—%

Share-Based Award Activity

The following table summarizes restricted stock unit and performance stock unit activity during fiscal year 2018 (shares in thousands):

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Unvested at January 1, 2018	—	\$ —
Granted	835	\$221.25
Expired	—	\$ —
Forfeited	11	\$221.25
Unvested at December 31, 2018	824	\$221.25

Options granted, exercised, forfeited and expired are summarized as follows:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Outstanding at December 31, 2015	5,164	\$ 64.43		
Granted	846	147.25		
Expired	(977)	28.43		
Forfeited	(177)	92.31		
Outstanding at December 31, 2018	3,156	83.04		
Granted	824	176.25		
Expired	(1,159)	44.80		
Forfeited	(150)	134.83		
Outstanding at December 31, 2017	4,817	107.91		
Granted	835	221.25		
Expired	(1,176)	66.53		
Forfeited	(131)	158.80		
Outstanding at December 31, 2018	4,335	129.51		\$146,007
Exercisable at December 31, 2018	2,337	102.41		\$151,349

We had unvested options to purchase 1.7 million shares with a weighted average grant date exercise price of \$69.24 as of December 31, 2018, and unvested options to purchase 2.4 million shares with a weighted average grant date exercise price of \$136.31 as of December 31, 2017.

Notes to Consolidated Financial Statements

Other information pertaining to option activity was as follows during the twelve months ended December 31:

	2018	2017	2016
Weighted average grant-date fair value of stock options granted	\$ 66.52	\$ 55.58	\$ 48.83
Total intrinsic value of stock options exercised	\$ 176,714	\$ 151,828	\$ 103,702

Share-Based Compensation Expense

The following table summarizes share-based compensation expense related to share-based awards which is recorded in the statements of comprehensive income:

Years Ended December 31	2018	2017	2016
Cost of software services, maintenance and subscriptions	\$ 11,588	\$ 3,475	\$ 4,548
Selling, general and administrative expenses	28,152	27,333	22,199
Total share-based compensation expense	\$ 39,740	\$ 30,808	\$ 26,747
Tax benefit	(17,487)	(40,874)	(18,659)
Net decrease/increase in net income	\$ 22,253	\$ (10,066)	\$ 8,088

As of December 31, 2018, we had \$107.8 million of total unrecognized compensation cost related to unvested options and restricted stock units, net of expected forfeitures, which is expected to be amortized over a weighted average amortization period of 3 years.

Employee Stock Purchase Plan

Under our Employee Stock Purchase Plan ("ESPP") participants may contribute up to 15% of their annual compensation to purchase common shares of Tyler. The purchase price of the shares is equal to 85% of the closing price of Tyler stock on the last day of each quarterly offering period. As of December 31, 2018, there were 749,000 shares available for future grants under the ESPP from the 2.0 million shares previously approved by the stockholders.

(10) EARNINGS PER SHARE

Basic earnings and diluted earnings per share data were computed as follows:

Years Ended December 31	2018	2017	2016
	In Millions		
Net income for basic and diluted earnings per share:	\$ 147,462	\$ 166,371	\$ 112,701
Denominator:			
Weighted-average basic common shares outstanding	32,445	37,372	36,448
Assumed conversion of dilutive securities:			
Stock options	1,478	1,372	2,312
Denominator for diluted earnings per share - adjusted weighted-average shares	33,923	38,744	38,760
Earnings per common share:			
Basic	\$ 4.54	\$ 4.45	\$ 3.12
Diluted	\$ 4.35	\$ 4.30	\$ 3.02

Notes to Consolidated Financial Statements

Share-based awards representing the right to purchase common stock of 838,000 shares in 2018, 1,243,000 shares in 2017, and 786,000 shares in 2016 were not included in the computation of diluted earnings per share because their inclusion would have had an anti-dilutive effect.

(11) LEASES

We lease office facilities for use in our operations, as well as transportation and other equipment. Most of our leases are non-cancelable operating lease agreements and they expire at various dates through 2026. In addition to rent, the leases generally require us to pay taxes, maintenance, insurance and certain other operating expenses.

Rent expense was approximately \$8.0 million in 2018, \$6.9 million in 2017, and \$6.7 million in 2016, which included rent expense associated with related party lease agreements of \$150,000 in 2017, and \$300,000 in 2016. We had no related party lease agreements in 2018.

Future minimum lease payments under all non-cancelable leases at December 31, 2016 are as follows:

Years Ending December 31,	
2019	\$ 5,994
2020	6,146
2021	3,976
2022	1,925
2023	1,154
Thereafter	5,112
Total	\$ 28,313

(12) EMPLOYEE BENEFIT PLANS

We provide a defined contribution plan for the majority of our employees meeting minimum service requirements. Eligible employees can contribute up to 30% of their current compensation to the plan subject to certain statutory limitations. We contribute up to a maximum of 3% of an employee's compensation to the plan. We made contributions to the plan and charged operating results \$9.3 million in 2018, \$7.0 million in 2017, and \$6.9 million in 2016.

(13) COMMITMENTS AND CONTINGENCIES

Other than routine litigation incidental to our business, there are no material legal proceedings pending to which we are party or to which any of our properties are subject.

Notes to Consolidated Financial Statements

(14) SEGMENT AND RELATED INFORMATION

We provide integrated information management solutions and services for the public sector, with a focus on local governments.

We provide our software systems and services and appraisal services through five business units, which focus on the following products:

- financial management, education and planning, regulatory and maintenance software solutions;
- financial management, municipal courts, planning, regulatory and maintenance, and land and vital records management software solutions;
- courts and justice and public safety software solutions;
- data and insights solutions; and
- appraisal and tax software solutions and property appraisal services.

In accordance with ASC 280-10, Segment Reporting, the financial management, education and planning, regulatory and maintenance software solutions unit; financial management, municipal courts and land and vital records management software solutions unit; and the courts and justice and public safety software solutions unit meet the criteria for aggregation and are presented in one reportable segment, Enterprise Software ("ES"). The ES segment provides municipal and county governments and schools with software systems and services to meet their information technology and automation needs for mission-critical "back-office" functions such as financial management and courts and justice and public safety processes. The Appraisal and Tax ("AT") segment provides systems and software that automate the appraisal and assessment of real and personal property as well as property appraisal consulting services for local governments and taxing authorities. Property appraisal consulting services include: the physical inspection of commercial and residential properties; data collection and processing; computer analysis for property valuation; preparation of tax rolls; community education; and arbitration between taxpayers and the assessing jurisdiction.

We evaluate performance based on several factors, of which the primary financial measure is business segment operating income. We define segment operating income for our business units as income before non-cash amortization of intangible assets associated with their acquisition, interest expense and income taxes. Segment operating income includes intercompany transactions. The majority of intercompany transactions relate to contracts involving more than one unit and are valued based on the contractual arrangement. Segment operating income for corporate primarily consists of compensation costs for the executive management team and certain accounting and administrative staff and share-based compensation expense for the entire company. Corporate segment operating income also includes revenues and expenses related to a company-wide user conference. The accounting policies of the reportable segments are the same as those described in Note 1, "Summary of Significant Accounting Policies."

Segment assets include net accounts receivable, prepaid expenses and other current assets (and net) property and equipment. Corporate assets consist of cash and investments, prepaid insurance, intangibles associated with acquisitions, deferred income taxes and net property and equipment mainly related to unallocated information and technology assets.

ES segment capital expenditures included \$2.2 million in 2018 and \$24.4 million in 2017 for the expansion of existing buildings and purchases of buildings and land.

Notes to Consolidated Financial Statements

For the year ended December 31, 2018	Enterprise Software	Appraisal and Tax	Corporate	Total
Revenues				
Software licenses and royalties	\$ 32,712	\$ 9,705	\$ —	\$ 42,417
Subscriptions	218,242	9,907	—	228,149
Software services	166,911	28,342	—	195,253
Maintenance	215,864	74,617	—	290,481
Appraisal services	—	77,840	—	77,840
Hardware and other	18,242	22	4,881	23,145
Intercompany	12,142	—	(11,132)	1,010
Total revenues	\$803,200	\$192,336	\$ 3,749	\$999,285
Depreciation and amortization expense	50,140	274	(221)	49,993
Segment operating income	217,119	71,654	(18,372)	269,399
Capital expenditures	12,971	788	12,377	26,136
Segment assets	\$355,130	\$53,676	\$1,171,183	\$1,580,989

For the year ended December 31, 2017 (All Adjusted)	Enterprise Software	Appraisal and Tax	Corporate	Total
Revenues				
Software licenses and royalties	\$ 78,268	\$ 7,854	\$ —	\$ 86,122
Subscriptions	184,917	7,855	—	192,772
Software services	161,245	18,216	—	179,461
Maintenance	357,791	21,818	—	379,609
Appraisal services	—	25,073	—	25,073
Hardware and other	13,057	16	4,812	17,885
Intercompany	19,412	—	(18,452)	960
Total revenues	\$794,130	\$119,822	\$ 3,170	\$917,122
Depreciation and amortization expense	42,281	760	5,945	48,986
Segment operating income	223,051	109,188	(13,261)	318,978
Capital expenditures	22,836	1,381	16,341	40,558
Segment assets	\$365,276	\$46,279	\$1,198,232	\$1,610,787

For the year ended December 31, 2016 (All Adjusted)	Enterprise Software	Appraisal and Tax	Corporate	Total
Revenues				
Software licenses and royalties	\$ 78,271	\$ 3,462	\$ —	\$ 81,733
Subscriptions	136,463	7,188	—	143,651
Software services	155,322	18,326	—	173,648
Maintenance	302,469	18,389	—	320,858
Appraisal services	—	25,287	—	25,287
Hardware and other	11,528	16	3,615	15,159
Intercompany	6,742	—	(6,742)	—
Total revenues	\$680,735	\$75,688	\$ 3,473	\$759,896
Depreciation and amortization expense	41,434	514	3,755	45,703
Segment operating income	108,054	18,871	(1,832)	124,093
Capital expenditures	23,843	1,432	11,446	36,721
Segment assets	\$121,896	\$35,605	\$1,022,612	\$1,179,113

Notes to Consolidated Financial Statements

	Years Ended December 31,		
	2018	2017	2016
Reconciliation of reportable segment operating income to the Company's consolidated income:			
Reportable segment operating income	\$111,644	\$127,325	\$123,353
Amortization of acquired software	(27,977)	(21,286)	(27,735)
Amortization of customer and trade name intangibles	(16,217)	(13,381)	(13,722)
Other income (expense), net	2,319	325	(1,992)
Income before income taxes	\$69,769	\$82,083	\$79,904

(15) DISAGGREGATION OF REVENUE

The tables below show disaggregation of revenue into categories that reflect how economic factors affect the nature, amount, timing, and uncertainty of revenue and cash flows.

Timing of Revenue Recognition

Timing of revenue recognition by revenue category during the periods is as follows:

For the year ended December 31, 2018	Products and Services Transferred at a Point in Time	Products and Services Transferred Over Time	Total
Revenues:			
Software licenses and royalties	\$10,184	\$ 19,255	\$ 29,439
Subscription fees	220,647	210,647	431,294
Software services	191,295	191,295	382,590
Maintenance	314,521	314,521	629,042
Appraisal services	21,840	—	21,840
Hardware and other	22,838	—	22,838
Total	\$588,324	\$736,718	\$1,325,042

For the year ended December 31, 2017 (As Adjusted)	Products and Services Transferred at a Point in Time	Products and Services Transferred Over Time	Total
Revenues:			
Software licenses and royalties	\$10,174	\$ 17,375	\$ 27,549
Subscription fees	172,176	172,176	344,352
Software services	189,460	189,460	378,920
Maintenance	359,319	359,319	718,638
Appraisal services	76,873	—	76,873
Hardware and other	17,375	—	17,375
Total	\$763,477	\$738,250	\$1,501,727

Notes to Consolidated Financial Statements

Recurring Revenue

The majority of our revenue is comprised of recurring revenues from maintenance and subscriptions. Virtually all of our on-premises software clients contract with us for maintenance and support, which provides us with a significant source of recurring revenue. We generally provide maintenance and support for our on-premises clients under annual, or in some cases, multi-year contracts. The contract terms for subscription arrangements range from one to 10 years but are typically contracted for initial periods of three to five years, providing a significant source of recurring revenues on an annual basis. Non-recurring revenues are derived for all other revenue categories.

Recurring revenues and non-recurring revenues recognized during the period are as follows:

For the year ended December 31, 2018	Enterprise Software	Appraisal and Tax	Corporate	Total
Recurring revenues	\$579,245	\$14,474	\$ —	\$593,719
Non-recurring revenues	283,426	\$5,937	4,861	\$294,224
Intercompany	11,350	(12,155)	—	(805)
Total revenues	\$874,021	\$7,256	\$4,861	\$886,138

For the year ended December 31, 2017 (As Adjusted)	Enterprise Software	Appraisal and Tax	Corporate	Total
Recurring revenues	\$652,018	\$25,477	\$ —	\$677,495
Non-recurring revenues	252,830	32,101	4,512	\$289,443
Intercompany	10,475	(10,475)	—	—
Total revenues	\$915,323	\$47,103	\$4,512	\$966,938

(16) DEFERRED REVENUE AND PERFORMANCE OBLIGATIONS

Total deferred revenue, including long-term, by segment is as follows:

December 31,	2018		2017	
		As Adjusted		As Adjusted
Enterprise Software	\$277,271	\$ 277,158		
Appraisal and Tax	25,218	20,387		
Corporate	3,317	2,562		
Total	\$305,806	\$ 300,107		

The opening balance of total deferred revenue, including long-term, was \$280.1 million (as adjusted) as of January 1, 2017.

Changes in total deferred revenue, including long-term, were as follows:

	2018	
	As Adjusted	As Adjusted
Balance at beginning of year	\$ 280,107	\$ 280,107
Deferral of revenue	\$71,416	\$71,416
Reversal of deferred revenue	(189,443)	(189,443)
Balance at end of year	\$ 352,080	\$ 352,080

Notes to Consolidated Financial Statements

Transaction Price Allocated to the Remaining Performance Obligations

The aggregate amount of transaction price allocated to the remaining performance obligations represents contracted revenue that has not yet been recognized ("backlog"), which includes deferred revenue amounts that will be invoiced and recognized as revenue in future periods. Backlog as of December 31, 2018 was \$1.25 billion, of which we expect to recognize approximately 50% of revenue over the next 12 months and the remainder thereafter.

(17) DEFERRED COMMISSIONS

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for initial contracts are deferred and then amortized commensurate with the recognition of associated revenue over a period of benefit that we have determined to be three to seven years. Deferred commissions were \$218 million and \$193 million (as adjusted) as of December 31, 2018 and December 31, 2017, respectively. Amortization expense was \$16.6 million for the twelve months ended December 31, 2018 and \$11.2 million (as adjusted) for the twelve months ended December 31, 2017, respectively. There were no indicators of impairment in relation to the costs capitalized for the periods presented. Deferred commissions have been included with prepaid expenses in the accompanying consolidated balance sheets. Amortization expense related to deferred commissions is included in selling, general and administrative expenses in the accompanying consolidated statements of income.

(18) SUBSEQUENT EVENTS

The following events and transactions occurred subsequent to December 31, 2018:

On January 31, 2019, (i) Tyler Technologies, Inc., a Delaware corporation ("Parent"), (ii) TME Subsidiary, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), (iii) MP Holdings Parent, Inc., dba MicroPact, a Delaware corporation ("MicroPact"), and (iv) Aragon Capital Partners II, L.P., a Delaware limited partnership ("Representative"), signed an Agreement and Plan of Merger (the "Merger Agreement").

The Merger Agreement provides for the merger of Merger Sub with and into MicroPact on the terms and subject to the conditions set forth in the Merger Agreement, with MicroPact as the surviving company and a wholly owned, direct subsidiary of Parent.

Pursuant to the Merger Agreement, Parent will pay MicroPact's shareholders aggregate merger consideration of approximately \$35.0 million in cash, which shall include an amount equal to MicroPact's closing date working capital and be subject to a post-closing working capital adjustment as described in the Merger Agreement and an additional merger consideration of up to \$20.0 million based on certain fiscal 2019 EBITDA thresholds. The merger consideration will be funded from cash on hand and proceeds from the revolving credit facility.

The Merger and the Merger Agreement have been approved by the boards of directors of both MicroPact, Parent and Merger Sub. The Merger Agreement contains customary representations, warranties, and covenants of MicroPact, Parent and Merger Sub. The covenants include, among others, a obligation on behalf of MicroPact to operate its business in the ordinary course until the Merger is consummated, and limitations on the right of MicroPact to solicit or engage in negotiations regarding alternative acquisition proposals during the pre-closing period.

The completion of the Merger is subject to customary closing conditions, including the expiration or the termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act. The Federal Trade Commission granted early termination of that waiting period effective February 15, 2019. Customary closing conditions also include each party's satisfaction of the applicable representations and warranties, and compliance in all material respects with its applicable covenants. Consummation of the Merger is not subject to a financing condition.

The Merger Agreement may be terminated prior to closing under certain enumerated circumstances, including if the Merger is not consummated by May 1, 2019. Termination rights are held by Parent, MicroPact, and Representative, depending on the circumstances giving rise to the termination.

MicroPact is a leading provider of commercial off-the-shelf (COTS) solutions, including entellix®, a low-code application development platform for case management and business process management used extensively in the public sector.

Notes to Consolidated Financial Statements

On February 1, 2018, we acquired all the assets of Civic, LLC ("MyCivic"), a company that provides software solutions to connect communities. The purchase price is \$3.7 million of which \$3.6 million was paid in cash and approximately \$0.000 was acquired for a working capital holdback.

(19) QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

The following table contains selected financial information from unaudited statements of income for each quarter of 2018 and 2017:

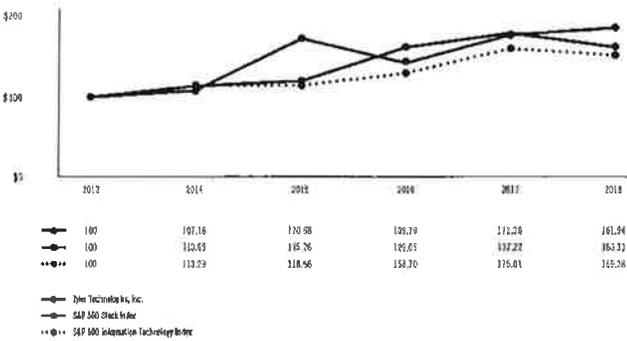
	2018				2017 (As Adjusted)			
	Dec. 31	Sept. 30	June 30	Mar. 31	Dec. 31 ^(a)	Sept. 30	June 30	Mar. 31
Revenue	\$241,581	\$238,061	\$234,968	\$221,174	\$211,708	\$214,765	\$208,753	\$193,797
Gross profit	115,971	111,529	109,276	102,065	102,558	103,392	95,303	94,535
Income before income taxes	48,167	38,824	37,200	32,427	45,762	44,257	37,187	38,811
Net income	31,532	28,824	28,161	22,255	66,196	28,808	21,770	22,768
Earnings per diluted share	\$ 0.79	\$ 0.96	\$ 0.69	\$ 0.54	\$ 1.68	\$ 0.99	\$ 0.51	\$ 0.84
Shares used in computing diluted earnings per share	39,891	40,578	40,724	41,034	39,459	38,241	35,201	31,932

(a) The fourth quarter of 2017 includes the regulatory impact of the enactment of the Tax Act. The most significant impact of the Tax Act is due to the reduction in the U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision is a \$56.0 million tax benefit due to the re-measurement of deferred tax assets and liabilities. Refer to Note 7 - "Income Tax" for further discussion on the impact the Tax Act.

Performance Graph

The following table compares total shareholder returns for Tyler over the last five years to the Standard and Poor's 500 Stock Index and the Standard and Poor's 600 Information Technology Index assuming a \$100 investment made on December 31, 2013. Each of the three measures of cumulative total return assumes reinvestment of dividends. The stock performance shown on the graph below is not necessarily indicative of future price performance.

COMPARISON OF CUMULATIVE FIVE YEAR TOTAL RETURN



CORPORATE OFFICERS

St. Lynn Moore, Jr.
President & Chief Executive Officer

Brian K. Miller
Executive Vice President
Chief Financial Officer & Treasurer

Matthew S. Bleil
Chief Information Officer

S. Brett Cate
Chief Sales Officer

Samantha R. Crosby
Chief Marketing Officer

Abigail M. Diaz
Chief Legal Officer & Secretary

Bruce E. Graham
Chief Strategy Officer

Jeffrey S. Green
Chief Technology Officer

Kathey B. Shmansky
Chief Human Resources Officer

W. Michael Smith
Chief Accounting Officer

BOARD OF DIRECTORS

John S. Marr, Jr.
Executive Chairman of the Board
Tyler Technologies, Inc.

Donald R. Hattala, M.D.
President
Hattala and Associates, LLC

Clara J. Cattel, M.A.
Retired Chief Executive Officer
DataProse, Inc.

Brenda A. Clay, M.P.
Executive Vice President
Kirchell Art Foundation

J. Luther King, Jr.
Chief Executive Officer
Luther King Capital Management

Daniel M. Pope
Mayor
City of Lubbock, Texas

Dustin R. Wornblow
Retired Executive Vice President
Tyler Technologies, Inc.

¹ Executive Committee
² Audit Committee
³ Nominating and Governance Committee
⁴ Compensation Committee

CORPORATE HEADQUARTERS

5101 Tennyson Highway
Plano, Texas 75024
972.763.3700
tylertech.com

TRANSFER AGENT AND REGISTRAR

American Stock Transfer & Trust Company
6201 15th Avenue
Brooklyn, New York 11219
800.957.5414
*alp@amstnandi.com
amstock.com

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Ernst & Young LLP
Dallas, Texas

ANNUAL MEETING OF STOCKHOLDERS

Tuesday, May 7, 2019
5:30 a.m. Central Time
Renaissance Dallas at Plano Legacy West Hotel
6007 Legacy Drive
Plano, Texas 75024

CERTIFICATIONS

We submitted an unqualified Annual CEO Certification to the New York Stock Exchange (NYSE) on September 20, 2018. Under the NYSE Listing Company Rules, we also filed with the Securities and Exchange Commission the Chief Executive Officer and Chief Financial Officer certifications required under Section 302 of the Securities Exchange Act as evidence to our Annual Report on Form 10-K.

INVESTOR INFORMATION

Our annual report on Form 10-K is available on the company's website at investor.tylertech.com. A copy of the Form 10-K or other information may also be obtained by contacting the Investor Relations Department at corporate headquarters.

INVESTOR RELATIONS

972.719.3714
info@tylertech.com

COMMON STOCK

Listed on the New York Stock Exchange under the symbol "TYL"

Operational Leadership

ENTERPRISE GROUP

Andrew D. Toed
President
Enterprise Group

Mark A. Hawkins
President
Appraisal & Tax Division

Christopher R. Hepburn
President
ERP & Schools Division

Dane L. Wornblow
President
Local Government Division

JUSTICE GROUP

D. Brice Dixon
President
Justice Group

Bruce E. Graham
President
Courts & Justice Division

Greg T. Sebastian
President
Public Safety Division

Kristin Merritt
President
Data & Insights Division





Empowering people who serve the public

5101 Tennyson Parkway | Plano, TX 75024
972.713.3700

TYLERTECH.COM

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2018
OR
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934
Commission File Number 1-10485

TYLER TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of incorporation
or organization)
5101 Tennyson Parkway
Plano, Texas
(Address of principal executive offices)

75-2303920
(I.R.S. employer
identification no.)
75024
(Zip code)

Registrant's telephone number, including area code: (972) 713-3700

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
COMMON STOCK, \$0.01 PAR VALUE	NEW YORK STOCK EXCHANGE

Securities registered pursuant to Section 12(g) of the Act:

NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES NO

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark if disclosure of delinquent filer pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of the Form 10-K or any amendment to the Form 10-K. YES NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data file required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if smaller reporting company) Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act.) YES NO

The aggregate market value of the voting stock held by non-affiliates of the registrant was \$8,417,174,000 based on the reported last sale price of common stock on June 30, 2018, which is the last business day of the registrant's most recently completed second fiscal quarter.

The number of shares of common stock of the registrant outstanding on February 19, 2019 was 38,293,000.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information required by Part III of this annual report is incorporated by reference from the registrant's definitive proxy statement for its annual meeting of stockholders to be held on May 7, 2019.

TYLER TECHNOLOGIES, INC.
FORM 10-K
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PART I

ITEM 1. BUSINESS.

DESCRIPTION OF BUSINESS

Tyler Technologies, Inc. ("Tyler") is a major provider of integrated information management solutions and services for the public sector, with a focus on local governments. We partner with clients to make government more accessible to the public, more responsive to the needs of citizens and more efficient in its operations. We have a broad line of software solutions and services to address the information technology ("IT") needs of major areas of operations for cities, counties, schools and other government entities. Most of our clients have our software installed in-house. For clients who prefer not to physically acquire the software and hardware, most of our software applications can be delivered as software as a service ("SaaS"), which primarily utilize the Tyler private cloud. We provide professional IT services to our clients, including software and hardware installation, data conversion, training and, at times, product modifications. In addition, we are the nation's largest provider of outsourced property appraisal services for taxing jurisdictions. We also provide continuing client support services to ensure product performance and reliability, which provides us with long-term client relationships and a significant base of recurring maintenance revenue. In addition, we provide electronic document filing ("e-filing") solutions, which simplify the filing and management of court documents.

Tyler was founded in 1966. Prior to 1998, we operated as a diversified industrial conglomerate, with operations in various industrial, retail and distribution businesses, all of which have been divested. In 1997, we embarked on a multi-phase growth plan focused on serving the specialized information management needs of local governments nationwide. We entered the local government IT market through a series of strategic acquisitions in 1998 and 1999.

MARKET OVERVIEW

The state and local government market is one of the largest and most decentralized IT markets in the country, consisting of all 50 states, approximately 3,000 counties, 36,000 cities and towns and 13,900 school districts. This market is also comprised of approximately 37,000 special districts and other agencies, each with specialized delegated responsibilities and unique information management requirements.

Traditionally, local government bodies and agencies performed state-mandated duties, including property assessment, record keeping, road maintenance, law enforcement, administration of election and judicial functions, and the provision of welfare assistance. Today, a host of emerging and urgent issues are confronting local governments, each of which demands a service response. These areas include criminal justice and corrections, administration and finance, public safety, health and human services, planning, regulatory and maintenance and records and document management. Transfers of responsibility from the federal and state governments to county and municipal governments and agencies in these and other areas also place additional service and financial requirements on these local government units. In addition, constituents of local governments are increasingly demanding improved service and better access to information from public entities. As a result, local governments recognize the increasing value of information management systems and services to, among other things, improve revenue collection, provide increased access to information, and streamline delivery of services to their constituents. Local government bodies are now recognizing that "e-government" is an additional responsibility for community development. From integrated tax systems to integrated civil and criminal justice information systems, many counties and cities have benefited significantly from the implementation of jurisdiction-wide systems that allow different agencies or government offices to share data and provide a more comprehensive approach to information management. Many city and county governmental agencies also have unique individual information management requirements, which must be tailored to the specific functions of each particular office.

Many local governments also have difficulties attracting and retaining the staff necessary to support their IT functions. As a result, they seek to establish long-term relationships with reliable providers of high quality IT products and services such as Tyler.

Although local governments often face budgetary constraints in their operations, their primary revenue sources are usually property taxes, and to a lesser extent, utility billings and other fees, which historically tend to be relatively stable. In addition, the acquisition of new technology typically enables local governments to operate more efficiently, and often provides a measurable return on investment that justifies the purchase of software and related services.

Gartner, Inc., a leading information technology research and advisory company, estimates that state and local government application and vertical specific software spending will grow from \$16.1 billion in 2019 to \$19.6 billion in 2022. The professional services and support segments of the market are expected to expand from \$31.6 billion in 2019 to \$35.2 billion in 2022. Application and vertical specific software sales in the primary and secondary education segments of the market is expected to expand from \$2.8 billion in 2019 to \$3.6 billion in 2022 while professional services and support are expected to grow from \$1.9 billion in 2019 to \$2.2 billion in 2022.

PRODUCTS AND SERVICES

We provide a comprehensive and flexible suite of products and services that addresses the information technology needs of cities, counties, schools and other local government entities. We derive our revenues from five primary sources:

- Sales of software licenses and royalties
- Subscription-based arrangements
- Software services
- Maintenance and support
- Appraisal services

We design, develop, market and support a broad range of software solutions to serve mission-critical "back-office" functions of local governments. Many of our software applications include Internet-accessible solutions that allow for real-time public access to a variety of information or that allow the public to transact business with local governments via the Internet. Our software solutions and services are generally grouped in seven major areas:

- Financial Management and Education
- Courts and Justice
- Public Safety
- Property Appraisal and Tax
- Planning, Regulatory and Maintenance
- Land and Vital Records Management
- Data and Insights

Each of our core software systems consists of several fully integrated applications. For clients who acquire software for use on premises, we generally license our systems under standard perpetual license agreements that provide the client with a fully paid, nonexclusive, nontransferable right to use the software. In some of the product areas, such as financial management and education and property appraisal and tax, we offer multiple solutions designed to meet the needs of different sized governments.

We also offer SaaS arrangements, which generally utilize the Tyler private cloud, for clients who do not wish to maintain, update and operate these systems or to make up-front capital expenditures to implement these advanced technologies. For these clients, the software and client data are hosted at our data centers or at third-party locations, and clients typically sign multi-year contracts for these subscription-based services.

Historically, we have had a greater proportion of our annual revenues in the second half of our fiscal year due to governmental budget and spending cycles and the timing of system implementations for clients desiring to "go live" at the beginning of the calendar year.

A description of our suites of products and services follows:

Software Licenses

Financial Management and Education

Our financial management and education solutions are enterprise resource planning systems for local governments, which integrate information across all facets of a client organization. Our financial management solutions include modular fund accounting systems that can be tailored to meet the needs of virtually any government agency or not-for-profit entity. Our financial management systems include modules for general ledger, budget preparation, fixed assets, requisitions, purchase orders, bid management, accounts payable, contract management, accounts receivable, investment management, inventory control, project and grant accounting, work orders, job costing, GASB reporting, payroll and human resources. All of our financial management systems are intended to conform to government auditing and financial reporting requirements and generally accepted accounting principles.

We sell utility billing systems that support the billing and collection of metered and non-metered services, along with multiple billing cycles. Our Web-enabled utility billing solutions allow clients to access information online such as average consumption and transaction history. In addition, our systems can accept secured Internet payments via credit cards and checks.

We also offer specialized products that automate numerous city and county functions, including municipal courts, parking tickets, equipment and project costing, animal licenses, business licenses, permits and inspections, code enforcement, citizen complaint tracking, ambulance billing, fleet maintenance, and cemetery records management.

In addition to providing financial management systems to K-12 schools, we sell student information systems for K-12 schools, which manage such activities as scheduling, grades and attendance. We also offer student transportation solutions to manage school bus routing optimization, fleet management, field trips and other related functions.

Tyler's financial management and education solutions include Web components that enhance local governments' service capabilities by facilitating online access to information for both employees and citizens and enabling online transactions.

Courts and Justice

We offer a complete, fully integrated suite of judicial solutions designed to handle complex, multi-jurisdictional county or statewide implementations as well as single county systems. Our solutions help eliminate duplicate data entry, promote more effective business procedures and improve efficiency across the entire justice process.

Our unified court case management system is designed to automate the tracking and management of information involved in all case types, including criminal, traffic, civil, family, probate and juvenile courts. It also tracks the status of cases, processes fines and fees and generates the specialized judgment and sentencing documents, notices and forms required in the court process. Documents received by the court can be scanned into the electronic case file and easily retrieved for viewing. Documents generated by the court can be electronically signed and automatically attached to the electronic case file. Additional modules automate the management of court calendars, coordinate judges' schedules and generate court dockets. Our targeted courtroom technologies allow courts to rapidly review calendars, cases and view documents in the courtroom. Courts may also take advantage of our related jury management system.

Our court and law enforcement systems allow the public to access, via the Internet, a variety of information, including non-confidential criminal and civil court records, jail booking and release information, bond and bondsmen information, and court calendars and dockets. In addition, our systems allow cities and counties to accept payments for traffic and parking tickets over the Internet, with a seamless and automatic interface to back-office justice and financial systems.

Our prosecutor system enables state attorney offices to track and manage criminal cases, including detailed victim information and private case notes. Investigative reports and charging instrument documents can be generated and stored for later viewing. Prosecutors can schedule and record the outcome of grand jury hearings. When integrated with the court system, prosecutors can view the electronic case file and related documents, as well as manage witness lists and subpoenas needed for court hearings.

Our supervision system allows pre-trial and probation offices to manage offender caseloads. Supervision officers can track contact schedules, risk/needs assessments and reassessments, detailed drug test results, employment histories, compliance with conditions and payments of fees and restitution. Documents and forms, like pre-sentence investigations or revocation orders, can be generated and stored for easy viewing. When integrated with the jail and court systems, supervision officers obtain easy access and quick notification of offenders that have court hearings scheduled, are arrested locally, and have new warrants issued.

We also offer a court case management solution that automates and tracks all aspects of municipal courts and offices. It is a fully integrated, graphical application that provides effective case management, document processing and cash/bond management. This system complies with all state reporting and conviction reports and includes electronic reporting and also integrates with certain of our financial management solutions and public safety solutions.

Public Safety

Our public safety software is a fully unified and comprehensive solution for law enforcement, fire and EMS, including 911 / computer aided dispatch ("CAD"), records management, mobile computing, corrections management, Web-based information sharing and decision support. The modules are fully integrated, utilizing a common database and providing full functionality between modules, reducing data entry. The software provides fast, efficient dispatching, and quick access to records, reports and actionable information from an agency's database.

Our 911 / CAD solutions provide real-time, critical response dispatch functions in either single- or multi-jurisdictional environments. When integrated with our records management software, a vital link exists between dispatch and the most comprehensive records database available. Within seconds, the dispatch operator and the officer in the field can access critical information, such as prior incidents and outstanding warrants, increasing officer knowledge and safety. The solutions offer strong geographic information systems integration to help dispatchers quickly locate and send the best response during an emergency. Tyler's 911 / CAD solutions dramatically improve performance, response time and unit safety.

Our records management solutions for law enforcement and fire track statistical, operational, investigative and management data for inquiry and reporting. The systems create an efficient case processing workflow and help solve crimes with an accessible database that maintains central files on people, places, property, vehicles and criminal activity. Tyler's public safety records management solutions enable easy access to information and simplify reporting.

Our mobile computing solutions for law enforcement and fire provide instant access to local, state, regional and federal databases via mobile devices. Officers and firefighters can experience the benefits of obtaining critical, real-time information in the field, while saving time by preparing reports directly in their vehicles.

Our jail management systems document and manage information that meets the requirements of a modern jail facility. This includes the booking and housing of persons in custody, supervising defendants on a pre-trial release, maintaining offenders sentenced to local incarceration and billing other agencies for housing inmates. Searching, reporting and tracking features are integrated, allowing reliable, up-to-date access to current arrest and incarceration data, including digital mug shots. Our systems also provide warrant checks for visitors or book-ins, inmate classification and risk assessment, commissary, property and medical processing, automation of statistics, and state and federal reporting.

Our civil processing solutions manage civil process needs from document receipt through service, payment process and final closeout. We also have a mobile electronic citation solution through which law enforcement officers can easily enter citation information in a mobile device, which is automatically uploaded into the court or public safety records management systems, rather than hand-writing citations that must be re-entered into the systems.

Property Appraisal and Tax

We provide systems and software that automate the appraisal and assessment of real and personal property, including record keeping, mass appraisal, inquiry and protest tracking, appraisal and tax roll generation, tax statement processing, and electronic state-level reporting. These systems are image and video-enabled to facilitate the storage of and access to the many property-related documents and for the online storage of digital photographs of properties for use in defending values in protest situations. Other related tax applications are available for agencies that bill and collect taxes, including cities, counties, school tax offices, and special taxing and collection agencies. Those systems support billing, collections, lock box operations, mortgage company electronic payments, and various reporting requirements.

Planning, Regulatory and Maintenance

Our planning, regulatory and maintenance software solutions are designed for public sector agencies such as community development, planning, building, code enforcement, tax and revenues, public works, transportation, land control, environmental, fire safety, storm water management, regulatory controls and engineering. These solutions help public sector agencies better manage their day-to-day business functions while streamlining and automating the many aspects of their land management, permitting and planning systems. Our mobile solutions extend automation to the field and Web access brings online services to citizens 24 hours a day, 365 days a year.

Land and Vital Records Management

We also offer a number of specialized software applications designed to help local governments enhance and automate operations involving records and document management. These systems record, scan and index information for the many documents maintained by local governments, such as deeds, mortgages, liens, UCC financing statements and vital records (birth, death and marriage certificates). These applications include fully integrated imaging systems with batch and scan processing capabilities and fully integrated receipting and cashing systems, as well as Web-enabled public access.

Our content management solutions allow state and local governments and school districts to capture, deliver, manage and archive electronic information. These solutions streamline the flow of digital information throughout the organization to increase efficiency by transforming paper forms and documents into electronic images that drive key business processes.

Data and Insights

Our data and insights solutions make existing government data discoverable, usable, and actionable for government workers and the people they serve. The data and insights solution includes a data-as-a-service platform and cloud applications for open data and citizen engagement, exclusively for city, county, state, and federal government organizations. Our data and insights solutions allow government to analyze, visualize, and securely share data across multiple departments and programs. These solutions deliver data-driven innovation and cost-savings by bringing together disparate systems and leveraging the cloud to dramatically enhance the effectiveness of government programs, to improve quality of life for residents, to positively impact local economies, and to achieve excellence in government operations.

Subscription-Based Services

Subscription-based revenue is primarily derived from our SaaS arrangements, which generally utilize the Tyler private cloud, as well as our transaction-based offerings such as e-filing solutions.

We are able to provide the majority of our software products through our SaaS model. The clients who choose this model typically do not wish to maintain, update and operate these systems or make up-front capital expenditures to implement these advanced technologies. The contract terms for these arrangements range from one to 10 years but are typically contracted for initial periods of three to five years. The majority of our SaaS or hosting arrangements include additional professional services as well as maintenance and support services. In certain arrangements, the client may also acquire a license to the software.

As part of our subscription-based services, we provide e-filing solutions that simplify the filing and management of court related documents for courts and law offices. Revenues for e-filing are included in subscription-based revenues and are derived from transaction fees and in some cases, fixed fee arrangements.

Software Services

We provide a variety of professional IT services to clients who utilize our software products. Virtually all of our clients contract with us for installation, training, and data conversion services in connection with their implementation of Tyler's software solutions. The complete implementation process for a typical system includes planning, design, data conversion, set-up and testing. At the culmination of the implementation process, a data implementation team is generally onsite at the client's facility to ensure the smooth go-live with the new system. Implementation fees are charged separately to clients on either a fixed-fee or hourly charge basis, depending on the contract.

Both in connection with the installation of new systems and on an ongoing basis, we provide extensive training services and programs related to our products and services. Training can be provided in our training centers, onsite at clients' locations, or at meetings and conferences and can be customized to meet clients' requirements. The vast majority of our clients contract with us for training services, both to improve their employees' proficiency and productivity and to fully utilize the functionality of our systems. Training services are generally billed on an hourly or daily basis, along with travel and other expenses.

Maintenance and Support

Following the implementation of our software systems, we provide ongoing software support services to assist our clients in operating the systems and to periodically update the software. Support is provided to clients over the phone or via the Web through help desks staffed by our client support representatives. For more complicated issues, our staff, with the clients' permission, can log on to clients' systems remotely. We maintain our clients' software largely through releases that contain improvements and incremental additions of features and functionality, along with updates necessary because of legislative or regulatory changes.

Virtually all of our software clients contract with us for maintenance and support; which provides us with a significant source of recurring revenue. We generally provide maintenance and support for our on-premises clients under annual, or in some cases, multi-year contracts, with a typical fee based on a percentage of the software product's license fee. These fees can generally be increased on renewal and may also increase as new license fees increase. Maintenance and support fees are generally paid annually in advance. Most maintenance contracts automatically renew unless the client or Tyler gives notice of termination prior to expiration. Similar support is provided to our SaaS clients and is included in their subscription fees, which are classified as subscription-based revenues.

Appraisal Services

We are the nation's largest provider of property appraisal outsourcing services for local government taxing authorities. These services include

- The physical inspection of commercial and residential properties
- Data collection and processing
- Sophisticated computer analyses for property valuation
- Preparation of tax rolls
- Community education regarding the assessment process
- Arbitration between taxpayers and the assessing jurisdiction

Local government taxing authorities normally reappraise properties from time to time to update values for tax assessment purposes and to maintain equity in the taxing process. In some jurisdictions, law mandates reassessment cycles; in others, they are discretionary. While some taxing jurisdictions perform reappraisals in-house, many local governments outsource this function because of its cyclical nature and because of the specialized knowledge and expertise requirements associated with it. Our appraisal services business unit has been in this business since 1938.

In some instances, we also sell property tax and/or appraisal software products in connection with appraisal outsourcing projects, while other clients may only engage us to provide appraisal services. Appraisal outsourcing services are somewhat seasonal in nature to the extent that winter weather conditions reduce the productivity of data collection activities in connection with those projects.

STRATEGY

Our objective is to grow our revenue and earnings organically, supplemented by focused strategic acquisitions. The key components of our business strategy are to:

- Provide high quality, value-added products and services to our clients. We compete on the basis of, among other things, delivering to clients our deep domain expertise in local government operations through the highest value products and services in the market. We believe we have achieved a reputation as a premium product and service provider to the local government market.
- Continue to expand our product and service offerings. While we already have what we believe to be the broadest line of software products for local governments, we continually upgrade our core software applications and expand our complementary product and service offerings to respond to technological advancements and the changing needs of our clients. In 2010, we began providing e-filing for courts and law offices, which simplifies the filing and management of court related documents. We believe revenue from e-filing solutions will continue to grow over time as more local and state governments mandate electronic document filings. We also offer solutions that allow the public to access data and conduct transactions with local governments, such as paying traffic tickets, property taxes and utility bills online. We believe that the addition of such features enhances the market appeal of our core products. We have also broadened our offerings of consulting and business process reengineering services. In November 2015, we significantly expanded our presence in the public safety software market through the acquisition of New World Systems Corporation.

- Expand our client base. We seek to establish long-term relationships with new clients primarily through our sales and marketing efforts. While we currently have clients in all 50 states, Canada, the Caribbean, the United Kingdom, Australia, and other international locations, not all of our solutions have achieved nationwide geographic penetration. We intend to continue to expand into new geographic markets by adding sales staff and targeting marketing efforts by solutions in those areas. We also intend to continue to expand our customer base to include more large governments. While our traditional market focus has primarily been on small and mid-sized governments, our increased size and market presence, together with the technological advances and improved scalability of certain of our solutions, are allowing us to achieve increasing success in selling to larger clients. We also expect to expand our presence in international markets by leveraging our leadership position in the United States through the disciplined pursuit of selected opportunities in other countries.
- Expand our existing client relationships. Our existing customer base offers significant opportunities for additional sales of solutions and services that we currently offer, but that existing clients do not fully utilize. Add-on sales to existing clients typically involve lower sales and marketing expenses than sales to new clients.
- Grow recurring revenues. We have a large recurring revenue base from maintenance and support and subscription-based services, which generated revenues of \$605.1 million, or 65% of total revenues, in 2018. We have historically experienced very low customer turnover (approximately 2% annually) and recurring revenues continue to grow as the installed customer base increases. Subscription-based revenues have been our fastest growing revenue category over the past five years, increasing from \$87.8 million in 2014 to \$220.5 million in 2018.
- Maximize economies of scale and take advantage of financial leverage in our business. We seek to build and maintain a larger client base to create economies of scale, enabling us to provide value-added products and services to our clients while expanding our operating margins. Because we sell primarily "off-the-shelf" software, increased sales of the same solutions result in incrementally higher gross margins. In addition, we believe that we have a marketing and administrative infrastructure in place that can be leveraged to accommodate significant long-term growth without proportionately increasing selling, general and administrative expenses.
- Attract and retain highly qualified employees. We believe that the depth and quality of our management and staff is one of our significant strengths, and that the ability to retain such employees is crucial to our continued growth and success. We believe that our stable management team, financial strength and growth opportunities, as well as our leadership position in the local government market, enhance our attractiveness as an employer for highly skilled employees.
- Pursue selected strategic acquisitions. While we expect to primarily grow internally, from time to time we selectively pursue strategic acquisitions that provide us with one or more of the following:
 - New products and services to complement our existing offerings
 - Entry into new markets related to the public sector
 - New clients and/or geographic expansion

SALES, MARKETING, AND CLIENTS

We market our products and services through direct sales and marketing personnel located throughout the United States. Other in-house sales staff focus on add-on sales, professional services and support.

Sales of new systems are typically generated from referrals from other government offices or departments within a county or municipality, referrals from other local governments, relationships established between sales representatives and county or local officials, contacts at trade shows, direct mailings, and direct contact from prospects already familiar with us. We are active in numerous national, state, county, and local government associations, and participate in annual meetings, trade shows, and educational events.

Clients consist primarily of federal, county and municipal agencies, school districts and other government offices. In counties, clients include the auditor, treasurer, tax assessor/collector, county clerk, district clerk, county and district court judges, probation officers, sheriff, and county appraiser. At municipal government sites, clients include directors from various departments, including administration, finance, utilities, public works, code enforcement, personnel, purchasing, taxation, municipal court, and police. Contracts for software products and services are generally implemented over periods of three months to one year, although some complex implementations may span multiple years, with annually renewing maintenance and support update agreements thereafter. Although either the client or we can terminate these agreements, historically almost all support and maintenance agreements are automatically renewed annually. During 2018, approximately 41% of our revenue was attributable to ongoing support and maintenance agreements.

COMPETITION

We compete with numerous local, regional, and national firms that provide or offer some or many of the same solutions and services that we provide. Many of these competitors are smaller companies that may be able to offer less expensive solutions than ours. Many of these firms operate within a specific geographic area and/or in a narrow product or service niche. We also compete with national firms, some of which have greater financial and technical resources than we do, including Oracle Corporation, Infor, SAP AG, Workday, Inc., CentralSquare Technologies, Thomson Reuters Corporation, and Constellation Software, Inc. In addition, we sometimes compete with consulting and systems integration firms, which develop custom systems, primarily for larger governments. We also occasionally compete with central internal information service departments of local governments, which requires us to persuade the end-user department to discontinue service by its own personnel and outsource the service to us.

We compete on a variety of factors, including price, service, name recognition, reputation, technological capabilities, and the ability to modify existing products and services to accommodate the individual requirements of the client. Our ability to offer an integrated system of applications for several offices or departments is often a competitive advantage. Local governmental units often are required to seek competitive proposals through a request for proposal process and some prospective clients use consultants to assist them with the proposal and vendor selection process.

SUPPLIERS

Substantially all of the computers, peripherals, printers, scanners, operating system software, office automation software, and other equipment necessary for the implementation and provision of our software systems and services are presently available from several third-party sources. Hardware is purchased on original equipment manufacturer or distributor terms at discounts from retail. We have not experienced any significant supply problems.

BACKLOG

At December 31, 2018, our revenue backlog was approximately \$1.25 billion, compared to \$1.23 billion (as adjusted) at December 31, 2017. The backlog represents signed contracts under which the revenue has not been recognized as of year-end. Approximately \$625.6 million, or 50%, of the backlog is expected to be recognized during 2019.

INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS, AND LICENSES

We regard certain features of our internal operations, software, and documentation as confidential and proprietary and rely on a combination of contractual restrictions, trade secret laws and other measures to protect our proprietary intellectual property. We generally do not rely on patents. We believe that, due to the rapid rate of technological change in the computer software industry, trade secrets and copyright protection are less significant than factors such as knowledge, ability and experience of our employees, frequent product enhancements, and timeliness and quality of support services. We typically license our software products under non-exclusive license agreements, which are generally non-transferable and have a perpetual term.

EMPLOYEES

At December 31, 2018, we had 4,525 employees. None of our employees are represented by a labor union or are subject to collective bargaining agreements. We consider our relations with our employees to be positive.

INTERNET WEBSITE AND AVAILABILITY OF PUBLIC FILINGS

We file annual, quarterly, current and other reports, proxy statements and other information with the Securities and Exchange Commission, or SEC, pursuant to the Securities Exchange Act. You may read and copy any materials we file with the SEC at the SEC's Public Reference Room by calling the SEC at 1-800-732-0330. The SEC maintains an Internet site that contains reports, proxy and other information statements, and other information regarding issuers, including us, that file electronically with the SEC. The address of this site is <http://www.sec.gov>.

We also maintain a website at www.tylertech.com. We make available free of charge through this site our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Forms 4 and 5, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. In addition, copies of our annual report will be made available, free of charge, upon written request.

Our "Code of Business Conduct and Ethics" is also available on our website. We intend to satisfy the disclosure requirements regarding amendments to, or waivers from, a provision of our Code of Business Conduct and Ethics by posting such information on our website.

ITEM 1A. RISK FACTORS.

An investment in our common stock involves a high degree of risk. Investors evaluating our company should carefully consider the factors described below and all other information contained in this Annual Report. Any of the following factors could materially harm our business, operating results, and financial condition. Additional factors and uncertainties not currently known to us or that we currently consider immaterial could also harm our business, operating results, and financial condition. This section should be read in conjunction with the Financial Statements and related Notes and Management's Discussion and Analysis of Financial Condition and Results of Operations included in this Annual Report. We may make forward-looking statements from time to time, both written and oral. We undertake no obligation to revise or publicly release the results of any revisions to these forward-looking statements. Our actual results may differ materially from those projected in any such forward-looking statements due to a number of factors, including those set forth below and elsewhere in this Annual Report.

Risks Associated with Our Software Products

Cyber-attacks and security vulnerabilities can disrupt our business and harm our competitive position.

Threats to IT security can take a variety of forms. Individuals and groups of hackers, and sophisticated organizations including state-sponsored organizations, may take steps that pose threats to our clients and our IT. They may develop and deploy malicious software to attack our products and services and gain access to our networks and data centers, or act in a coordinated manner to launch distributed denial of service or other coordinated attacks. Cyber threats are constantly evolving, thereby increasing the difficulty of detecting and successfully defending against them. Cyber threats can have cascading impacts that unfold with increasing speed across our internal networks and systems and those of our partners and clients. Breaches of our network or data security could disrupt the security of our internal systems and business applications, impair our ability to provide services to our clients and protect the privacy of their data, result in product development delays, compromise confidential or technical business information harming our competitive position, result in theft or misuse of our intellectual property or other assets, require us to allocate more resources to improve technologies, or otherwise adversely affect our business. Our business policies and internal security controls may not keep pace with these evolving threats.

Disclosure of personally identifiable information and/or other sensitive client data could result in liability and harm our reputation.

We store and process increasingly large amounts of personally identifiable and other confidential information of our clients. The continued occurrence of high-profile data breaches provides evidence of an external environment increasingly hostile to information security. Despite our efforts to improve security controls, it is possible our security controls over personal data, our training of employees on data security, and other practices we follow may not prevent the improper disclosure of client data that we store and manage. Disclosure of personally identifiable information and/or other sensitive client data could result in liability and harm our reputation.

Hosting services for some of our products are dependent upon the uninterrupted operation of data centers.

A material portion of our business is provided through software hosting services. These hosting services depend on the uninterrupted operation of data centers and the ability to protect computer equipment and information stored in these data centers against damage that may be caused by natural disaster, fire, power loss, telecommunications or Internet failure, acts of terrorism, unauthorized intrusion, computer viruses, and other similar damaging events. If any of our data centers were to become inoperable for an extended period, we might be unable to fulfill our contractual commitments. Although we take what we believe to be reasonable precautions against such occurrences, we can give no assurance that damaging events such as these will not result in a prolonged interruption of our services, which could result in client dissatisfaction, loss of revenue, and damage to our business.

We run the risk of errors or defects with new products or enhancements to existing products.

Our software products are complex and may contain errors or defects, especially when first introduced or when new versions or enhancements are released. Although we have not experienced material adverse effects from any such defects or errors to date, we cannot assure you that material defects and errors will not be found in the future. Any such defects could result in a loss of revenues or delay market acceptance. Our license agreements typically contain provisions designed to limit our exposure to potential liability. However, it is possible we may not always successfully negotiate such provisions in our client contracts or the limitation of liability provisions may not be effective due to existing or future federal, state, or local laws, ordinances, or judicial decisions. Although we maintain errors and omissions and general liability insurance, and we try to structure contracts to limit liability, we cannot assure you that a successful claim could not be made or would not have a material adverse effect on our future operating results.

We must timely respond to technological changes to be competitive.

The market for our products is characterized by technological change, evolving industry standards in software technology, changes in client requirements, and frequent new product introductions and enhancements. The introduction of products embodying new technologies and the emergence of new industry standards can render existing products obsolete and unmarketable. As a result, our future success will depend, in part, upon our ability to enhance existing products and develop and introduce new products that keep pace with technological developments, satisfy increasingly sophisticated client requirements, and achieve market acceptance. We cannot assure you that we will successfully identify new product opportunities and develop and bring new products to market in a timely and cost-effective manner. The products, capabilities, or technologies developed by others could also render our products or technologies obsolete or noncompetitive. Our business may be adversely affected if we are unable to develop or acquire new software products or develop enhancements to existing products on a timely and cost-effective basis, or if such new products or enhancements do not achieve market acceptance.

We may be unable to protect our proprietary rights.

Many of our product and service offerings incorporate proprietary information, trade secrets, know-how, and other intellectual property rights. We rely on a combination of contracts, copyrights, and trade secret laws to establish and protect our proprietary rights in our technology. We cannot be certain that we have taken all appropriate steps to deter misappropriation of our intellectual property. There has also recently been an apparent evolution in the legal standards and regulations courts and the U.S. patent office may apply in favorably evaluating software patent rights. We are not currently involved in any material intellectual property litigation; however, we may be a party to such litigation in the future to protect our proprietary information, trade secrets, know-how, and other intellectual property rights. We cannot assure you that third-parties will not assert infringement or misappropriation claims against us with respect to current or future products. Any claims or litigation, with or without merit, could be time-consuming, costly, and a diversion to management. Any such claims and litigation could also cause product shipment delays or require us to enter into royalty or licensing arrangements. Such royalty or licensing arrangements, if required, may not be available on terms acceptable to us, if at all. Therefore, litigation to defend and enforce our intellectual property rights could have a material adverse effect on our business, regardless of the final outcome of such litigation.

Clients may elect to terminate our maintenance contracts and manage operations internally.

It is possible that our clients may elect to not renew maintenance contracts for our software, trying instead to maintain and operate the software themselves using their perpetual license rights (excluding software applications that we provide on a hosted or cloud basis). This could adversely affect our revenues and profits. Additionally, they may inadvertently allow our intellectual property or other information to fall into the hands of third-parties, including our competitors, which could adversely affect our business.

Material portions of our business require the Internet infrastructure to be further developed or adequately maintained.

Part of our future success depends on the use of the Internet as a means to access public information and perform transactions electronically, including, for example, electronic filing of court documents. This in part requires the further development and maintenance of the Internet infrastructure. Among other things, this further development and maintenance will require a reliable network backbone with the necessary speed, data capacity, security, and timely development of complementary products for providing reliable Internet access and services. If this infrastructure fails to be further developed or be adequately maintained, our business would be harmed because users may not be able to access our government portals.

Risks Associated with Selling Products and Services into the Public Sector Marketplace

Selling products and services into the public sector poses unique challenges.

We derive substantially all of our revenues from sales of software and services to state, county, and city governments, other municipal agencies, and other public entities. We expect that sales to public sector clients will continue to account for substantially all of our revenues in the future. We face many risks and challenges associated with contracting with governmental entities, including

- Resource limitations caused by budgetary constraints, which may provide for a termination of executed contracts due to a lack of future funding
- Long and complex sales cycles
- Contract payments at times being subject to achieving implementation milestones, and we may have differences with clients as to whether milestones have been achieved
- Political resistance to the concept of contracting with third-parties to provide IT solutions
- Legislative changes affecting a local government's authority to contract with third-parties
- Varying bid procedures and internal processes for bid acceptance
- Various other political factors, including changes in governmental administrations and personnel

Each of these risks is outside our control. If we fail to adequately adapt to these risks and uncertainties, our financial performance could be adversely affected.

A prolonged economic slowdown could harm our operations.

A prolonged economic slowdown or recession could reduce demand for our software products and services. Governments may face financial pressures that could in turn affect our growth rate and profitability in the future. There is no assurance that government spending levels will be unaffected by declining or stagnant general economic conditions, and if budget shortfalls occur, they may negatively impact government IT spending and could adversely affect our business.

The open bidding process creates uncertainty in predicting future contract awards.

Many governmental agencies purchase products and services through an open bidding process. Generally, a governmental entity will publish an established list of requirements requesting potential vendors to propose solutions for the established requirements. To respond successfully to these requests for proposals, we must accurately estimate our cost structure for servicing a proposed contract, the time required to establish operations for the proposed client, and the likely terms of any other third-party proposals submitted. We cannot guarantee that we will win any bids in the future through the request for proposal process, or that any winning bids will ultimately result in contracts on favorable terms. Our failure to secure contracts through the open bidding process, or to secure such contracts on favorable terms, may adversely affect our revenue and gross margins.

We face significant competition from other vendors and potential new entrants into our markets.

We believe we are a leading provider of integrated solutions for the public sector. However, we face competition from a variety of software vendors that offer products and services similar to those offered by us, as well as from companies offering to develop custom software. We compete based on a number of factors, including

- The attractiveness of our "evergreen" business strategy
- The breadth, depth, and quality of our product and service offerings
- The ability to modify our offerings to accommodate particular clients' needs
- Technological innovation
- Name recognition, reputation and references

- Price
- Our financial strength and stability

We believe our market is highly fragmented with a large number of competitors that vary in size, product platform, and product scope. Our competitors include consulting firms, publicly held companies that focus on selected segments of the public sector market, and a significant number of smaller, privately held companies. Certain competitors have greater technical, marketing, and financial resources than we do. We cannot assure you that such competitors will not develop products or offer services that are superior to our products or services or that achieve greater market acceptance.

We also compete with internal, centralized IT departments of governmental entities, which requires us to persuade the end-user to stop the internal service and outsource to us. In addition, our clients and prospective clients could elect to provide information management services internally through new or existing departments, which could reduce the market for our services.

We could face additional competition as other established and emerging companies enter the public sector software application market and new products and technologies are introduced. Increased competition could result in pricing pressure, fewer client orders, reduced gross margins, and loss of market share. Current and potential competitors may make strategic acquisitions or establish cooperative relationships among themselves or with third-parties, thereby increasing the ability of their products to address the needs of our prospective clients. It is possible that new competitors or alliances may emerge and rapidly gain significant market share. We cannot assure you that we will be able to compete successfully against current and future competitors, and the failure to do so would have a material adverse effect upon our business.

Fixed-price contracts may affect our profits.

Some of our contracts are structured on a fixed-price basis, which can lead to various risks, including

- The failure to accurately estimate the resources and time required for an engagement
- The failure to effectively manage our clients' expectations regarding the scope of services delivered for a fixed fee
- The failure to timely and satisfactorily complete fixed-price engagements within budget

If we do not adequately assess and manage these and other risks, we may be subject to cost overruns and penalties, which may harm our financial performance.

Changes in the insurance markets may affect our business.

Some of our clients, primarily those for our property appraisal services, require that we secure performance bonds before they will select us as their vendor. In addition, we have in the past been required to provide letters of credit as security for the issuance of a performance bond. We cannot guarantee that we will be able to secure such performance bonds in the future on terms that are favorable to us, if at all. Our inability to obtain performance bonds on favorable terms or at all could impact our future ability to win some contract awards, particularly large property appraisal services contracts, which could negatively impact revenues. In addition, the general insurance markets may experience volatility, which may lead to future increases in our general and administrative expenses and negatively impact our operating results.

Risks Associated with Our Periodic Results and Stock Price

Fluctuations in quarterly revenue could adversely impact our operating results and stock price.

Our revenues and operating results are difficult to predict and may fluctuate substantially from quarter to quarter for a variety of reasons, including

- Prospective clients' contracting decisions are often made in the last few weeks of a quarter
- The size of license transactions can vary significantly
- Clients may unexpectedly postpone or cancel procurement processes due to changes in strategic priorities, project objectives, budget, or personnel
- Client purchasing processes vary significantly and a client's internal approval, expenditure authorization, and contract negotiation processes can be difficult and time consuming to complete, even after selection of a vendor
- The number, timing, and significance of software product enhancements and new software product announcements by us and our competitors may affect purchase decisions
- We may have to defer revenues under our revenue recognition policies and GAAP
- Clients may elect subscription-based arrangements, which result in lower software license revenues in the initial year as compared to traditional, on-premise software license arrangements, but generate higher overall subscription-based revenues over the term of the contract

In each fiscal quarter, our expense levels, operating costs, and hiring plans are based to some extent on projections of future revenues and are relatively fixed. If our actual revenues fall below expectations, we could experience a reduction in operating results. Also, if actual revenues or earnings for any given quarter fall below expectations, it may lead to a decline in our stock price.

Increases in service revenue as a percentage of total revenues could decrease overall margins.

We realize lower margins on software and appraisal service revenues than on license revenue. The majority of our contracts include both software licenses and software services. Therefore, an increase in the percentage of software service and appraisal service revenue compared to license revenue could have a detrimental impact on our overall gross margins and could adversely affect operating results.

Our stock price may be volatile.

The market price of our common stock may be volatile. Examples of factors that may significantly impact our stock price include:

- Actual or anticipated fluctuations in our operating results
- Announcements of technological innovations, new products, or new contracts by us or our competitors
- Developments with respect to patents, copyrights, or other proprietary rights
- Conditions and trends in the software and other technology industries
- Adoption of new accounting standards affecting the software industry
- Changes in financial estimates by securities analysts
- General market conditions and other factors

In addition, the stock market has from time to time experienced significant price and volume fluctuations that have particularly affected the market prices of technology company stocks and may in the future adversely affect the market price of our stock. Sometimes, securities class action litigation is filed following periods of volatility in the market price of a particular company's securities. We cannot assure you that similar litigation will not occur in the future with respect to us. Such litigation could result in substantial costs and a diversion of management's attention and resources, which could have a material adverse effect upon our financial performance.

Our financial outlook may not be realized.

From time to time, in press releases and otherwise, we may publish forecasts or other forward-looking statements regarding our results, including estimated revenues or earnings. Any forecast of our future performance reflects various assumptions. These assumptions are subject to significant uncertainties, and as a matter of course, any number of them may prove to be incorrect. Further, the achievement of any forecast depends on numerous risks and other factors (including those described in this discussion), many of which are beyond our control. As a result, we cannot be certain that our performance will be consistent with any management forecasts or that the variation from such forecasts will not be material and adverse. Current and potential stockholders are cautioned not to base their entire analysis of our business and prospects upon isolated predictions, but instead are encouraged to utilize our entire publicly available mix of historical and forward-looking information, as well as other available information regarding us, our products and services, and the software industry when evaluating our prospective results of operations.

Risks Associated with Our Growth Strategy and Other General Corporate Risks

We may experience difficulties in executing our acquisition strategy.

A material portion of our historical growth has resulted from strategic acquisitions. Although our focus is on internal growth, we will continue to identify and pursue strategic acquisitions with suitable candidates. These transactions involve significant challenges and risks, including risks that a transaction does not advance our business strategy; that we do not achieve the expected return on our investment; that we have difficulty integrating business systems and technology; that we have difficulty retaining or integrating new employees; that the transactions distract management from our other businesses; that we acquire unforeseen liabilities; and other unanticipated events. Our future success will depend, in part, on our ability to successfully integrate future acquisitions into our operations. It may take longer than expected to realize the full benefits of these transactions, such as increased revenue, enhanced efficiencies, or increased market share, or the benefits may be ultimately less than we expected. Although we conduct due diligence reviews of potential acquisition candidates, we may not identify all material liabilities or risks related to acquisition candidates. There can be no assurance that any such strategic acquisitions will be accomplished on favorable terms or will result in profitable operations.

Our failure to properly manage growth could adversely affect our business.

We have expanded our operations significantly since 1998, when we entered the business of providing software solutions and services to the public sector. We intend to continue expansion in the foreseeable future to pursue existing and potential market opportunities. This growth places significant demands on management and operational resources. In order to manage growth effectively, we must implement and improve our operational systems, procedures, and controls on a timely basis. If we fail to implement these systems, our business may be materially adversely affected.

We may be unable to hire, integrate, and retain qualified personnel.

Our continued success will depend upon the availability and performance of our key management, sales, marketing, client support, and product development personnel. The loss of key management or technical personnel could adversely affect us. We believe that our continued success will depend in large part upon our ability to attract, integrate, and retain such personnel. We have at times experienced and continue to experience difficulty in recruiting qualified personnel. Competition for qualified software development, sales, and other personnel is intense, and we cannot assure you that we will be successful in attracting and retaining such personnel.

Compliance with changing regulation of corporate governance may result in additional expenses.

Changing laws, regulations, and standards relating to corporate governance and public disclosure can create uncertainty for public companies. The costs required to comply with such evolving laws are difficult to predict. To maintain high standards of corporate governance and public disclosure, we intend to invest all reasonably necessary resources to comply with evolving standards. This investment may result in an unforeseen increase in general and administrative expenses and a diversion of management's time and attention from revenue-generating activities, which may harm our operating results.

We don't foresee paying dividends on our common stock.

We have not declared nor paid a cash dividend since we entered the business of providing software solutions and services to the public sector in 1998. We intend to retain earnings for use in the operation and expansion of our business. We do not anticipate paying any cash dividends on our common stock in the foreseeable future.

Provisions in our certificate of incorporation, bylaws, and Delaware law could deter takeover attempts.

Our board of directors may issue up to 1,000,000 shares of preferred stock and may determine the price, rights, preferences, privileges, and restrictions, including voting and conversion rights, of these preferred shares. These determinations may be made without any further vote or action by our stockholders. The rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any preferred stock that may be issued in the future. The issuance of preferred stock may make it more difficult for a third-party to acquire a majority of our outstanding voting stock. In addition, some provisions of our Certificate of Incorporation, Bylaws, and the Delaware General Corporation Law could also delay, prevent, or make more difficult a merger, tender offer, or proxy contest involving us.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

Not applicable.

ITEM 2. PROPERTIES.

We occupy a total of approximately 1.0 million square feet of office space, of which approximately 746,000 square feet is in various office facilities we own. We own or lease offices for our major operations in the states of Arizona, Arkansas, California, Colorado, Georgia, Iowa, Maine, Massachusetts, Michigan, Missouri, Montana, New Hampshire, New York, Ohio, Texas, Washington and Wisconsin, and in Ontario, Canada.

ITEM 3. LEGAL PROCEEDINGS.

Other than routine litigation incidental to our business, there are no material legal proceedings pending to which we are party or to which any of our properties are subject.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Our common stock is traded on the New York Stock Exchange under the symbol "TYL." At December 31, 2018, we had approximately 1,262 stockholders of record. Most of our stockholders hold their shares in street name; therefore, there are substantially more than 1,262 beneficial owners of our common stock.

We did not pay any cash dividends in 2018 or 2017. Our bank credit agreement contains restrictions on the payment of cash dividends. We intend to retain earnings for use in the operation and expansion of our business and do not anticipate paying a cash dividend in the foreseeable future.

The following table summarizes certain information related to our stock incentive plan, restricted stock units and our employee stock purchase plan. There are no warrants or rights related to our equity compensation plans as of December 31, 2018.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, purchase rights and vesting of restricted stock units as of December 31, 2018	Weighted average exercise price of outstanding options and unvested restricted stock units	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in initial column as of December 31, 2018)
Equity compensation plans approved by security shareholders:			
2018 Incentive Stock Plan (a)	4,425,728	\$ 136.43	3,835,338
Employee Stock Purchase Plan	14,869	157.95	749,410
Equity compensation plans not approved by security shareholders			
	4,440,597	\$ 136.50	4,584,748

(a) In May 2018, stockholders approved our 2018 Stock Incentive Plan ("the 2018 Plan") which amended and restated the existing Tyler Technologies, Inc. 2010 Stock Option Plan ("the 2010 Plan"). Upon stockholder approval of the 2018 Plan, the remaining shares available for grant under the 2010 Plan were added to the shares authorized for grant under the 2018 Plan. Additionally, any awards previously granted under the 2010 Plan that expire unexercised or are forfeited are added to the shares authorized for grant under the 2018 Plan. Under the 2018 Plan, each award granted, other than stock options, reduces the number of securities available for issuance under the 2018 Plan by 2.5 shares.

As of December 31, 2018, we had authorization to repurchase up to approximately 1.2 million additional shares of Tyler common stock. During 2018, we purchased approximately 781,000 shares of our common stock for an aggregate purchase price of \$150.1 million. A summary of the repurchase activity during 2018 is as follows:

Period	Total number of shares repurchased	Additional number of shares authorized that may be repurchased	Average price paid per share	Maximum number of shares that may be repurchased under current authorization
Three months ended March 31	—	—	\$ —	1,973,560
Three months ended June 30	—	—	—	1,973,560
Three months ended September 30	—	—	—	1,973,560
October 1 through October 31	154,739	—	209.69	1,818,821
November 1 through November 30	487,503	—	189.13	1,361,318
December 1 through December 31	168,600	—	183.86	1,192,718
	781,842	—	\$ 192.16	

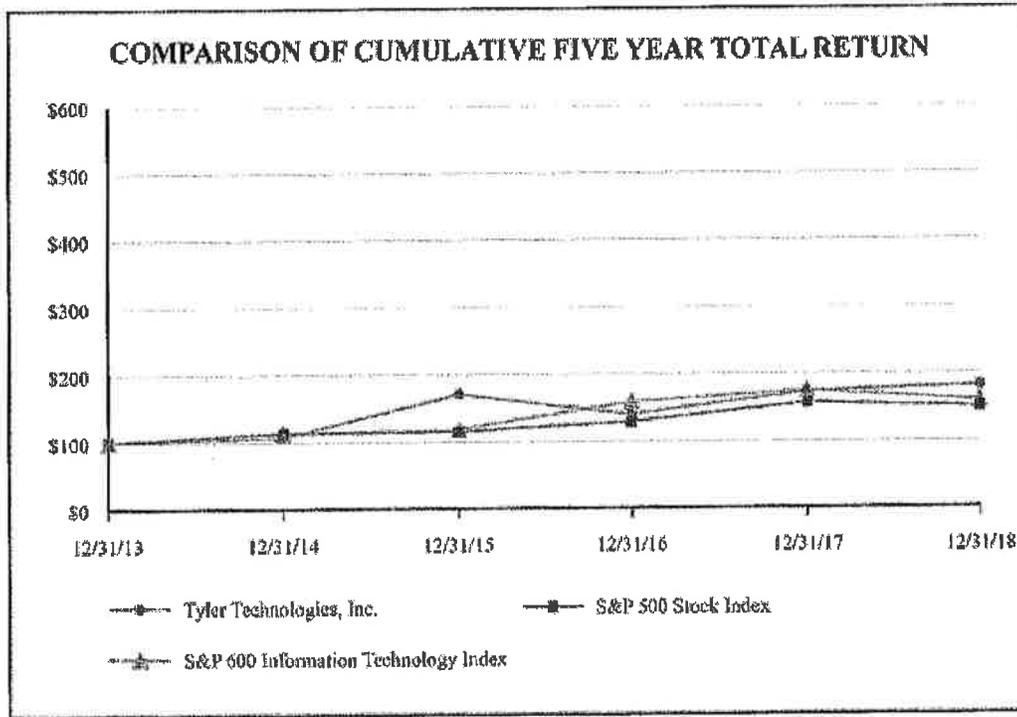
The repurchase program, which was approved by our board of directors, was announced in October 2002 and was amended at various times from 2003 through 2019. There is no expiration date specified for the authorization, and we intend to repurchase stock under the program from time to time.

Subsequent to December 31, 2018, our board of directors authorized the repurchase of an additional 1.5 million shares of Tyler common stock. As of February 20, 2019, we had remaining authorization to repurchase up to 2.7 million additional shares of our common stock.

Performance Graph

The following Performance Graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that we specifically incorporate it by reference into such filing.

The following table compares total shareholder returns for Tyler over the last five years to the Standard and Poor's 500 Stock Index and the Standard and Poor's 600 Information Technology Index assuming a \$100 investment made on December 31, 2013. Each of the three measures of cumulative total return assumes reinvestment of dividends. The stock performance shown on the graph below is not necessarily indicative of future price performance.



Company/Index	12/31/13	12/31/14	12/31/15	12/31/16	12/31/17	12/31/18
Tyler Technologies, Inc.	100	107.16	170.68	139.79	173.36	181.94
S&P 500 Stock Index	100	113.69	115.26	129.05	157.22	150.33
S&P 600 Information Technology Index	100	113.29	118.36	158.70	175.01	159.38

ITEM 6. SELECTED FINANCIAL DATA.

	FOR THE YEARS ENDED DECEMBER 31,				
	2018	2017 (a),(b)	2016 (a),(c)	2015(d)	2014
		As Adjusted	As Adjusted		
STATEMENT OF OPERATIONS DATA:					
Revenues	\$ 935,282	\$ 840,809	\$ 759,860	\$ 591,022	\$ 499,101
Cost and expenses:					
Cost of revenues	495,704	441,522	400,692	313,835	259,730
Selling general and administrative expenses	207,605	175,914	165,176	133,317	108,260
Research and development expense	63,264	47,324	43,154	29,922	25,743
Amortization of customer and trade name intangibles	16,217	13,381	13,202	5,905	4,546
Operating income	152,492	162,758	137,656	108,043	94,822
Other income (expense), net	3,378	698	(1,998)	381	(355)
Income before income taxes	155,870	163,456	135,658	108,424	94,467
Income tax (benefit) provision (b)	8,408	(6,115)	21,957	43,555	35,527
Net income	147,462	169,571	113,701	64,869	58,940
Net earnings per diluted share	\$ 3.68	\$ 4.32	\$ 2.92	\$ 1.77	\$ 1.66
Weighted average diluted shares (c)	40,123	39,246	38,961	36,352	35,401
STATEMENT OF CASH FLOWS DATA:					
Cash flows provided by operating activities (c)	\$ 250,203	\$ 195,755	\$ 191,859	\$ 134,327	\$ 142,839
Cash flows used by investing activities	(238,255)	(85,395)	(50,720)	(398,459)	(11,555)
Cash flows (used) provided by financing activities (c)	(63,595)	39,415	138,075	91,052	(3,996)
BALANCE SHEET DATA:					
Total assets	\$ 1,790,963	\$ 1,611,351	\$ 1,378,502	\$ 1,356,570	\$ 560,812
Revolving line of credit	—	—	10,000	66,000	—
Shareholders' equity	1,324,846	1,191,736	1,315,540	858,857	336,073

(a) Reflects the impact of the adoption of Accounting Standards Update ("ASU") ASU No. 2014-09, *Revenue from Contracts with Customers* in fiscal year 2018. Refer to Note - 1 "Summary of Significant Accounting Policies" for further discussion.

(b) 2017 includes the significant impact of the enactment of the Tax Cuts and Jobs Act ("Tax Act"). The most significant impact of the Tax Act to us is the reduction in the U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision is a \$26.0 million (as adjusted) tax benefit due to the remeasurement of deferred tax assets and liabilities. Refer to Note - 7 "Income Tax" for further discussion on the impact of the Tax Act.

(c) During 2016, we early adopted ASU No. 2016-09 *Improvements to Employee Share-Based Payment Accounting* requiring the recognition of excess tax benefits or tax deficiencies as a component of income tax expense; these benefits or deficiencies were historically recognized in equity. As the standard requires a prospective method of adoption, our net income in 2016 includes a \$29.6 million income tax benefit due to the adoption that did not occur in the comparable prior periods presented above. In 2016, ASU No. 2016-09 updated the method of calculating diluted shares resulting in the inclusion of 519,000 additional shares in our diluted earnings per share calculation, which is not comparable to the other prior periods presented. The adoption of ASU No. 2016-09 also required excess tax benefits, previously presented as financing activities, to be classified as operating activities. As retrospective adoption for this component of the standard is allowable, we have adjusted all periods presented above to reflect this change in classification.

(d) On November 16, 2015, we completed the acquisition of New World Systems Corporation ("NWS"). Operating results for the twelve months ended December 31, 2015, include \$5.9 million for non-recurring financial advisory, legal, accounting, due diligence, valuation and other expenses necessary to complete the NWS acquisition.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

FORWARD-LOOKING STATEMENTS

This document contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 that are not historical in nature and typically address future or anticipated events, trends, expectations or beliefs with respect to our financial condition, results of operations or business. Forward-looking statements often contain words such as "believes," "expects," "anticipates," "foresees," "forecasts," "estimates," "plans," "intends," "continues," "may," "will," "should," "projects," "might," "could" or other similar words or phrases. Similarly, statements that describe our business strategy, outlook, objectives, plans, intentions or goals also are forward-looking statements. We believe there is a reasonable basis for our forward-looking statements, but they are inherently subject to risks and uncertainties and actual results could differ materially from the expectations and beliefs reflected in the forward-looking statements. We presently consider the following to be among the important factors that could cause actual results to differ materially from our expectations and beliefs: (1) changes in the budgets or regulatory environments of our clients, primarily local and state governments, that could negatively impact information technology spending; (2) our ability to protect client information from security breaches and provide uninterrupted operations of data centers; (3) our ability to achieve growth or operational synergies through the integration of acquired businesses, while avoiding unanticipated costs and disruptions to existing operations; (4) material portions of our business require the Internet infrastructure to be adequately maintained; (5) our ability to achieve our financial forecasts due to various factors, including project delays by our clients, reductions in transaction size, fewer transactions, delays in delivery of new products or releases or a decline in our renewal rates for service agreements; (6) general economic, political and market conditions; (7) technological and market risks associated with the development of new products or services or of new versions of existing or acquired products or services; (8) competition in the industry in which we conduct business and the impact of competition on pricing, client retention and pressure for new products or services; (9) the ability to attract and retain qualified personnel and dealing with the loss or retirement of key members of management or other key personnel; and (10) costs of compliance and any failure to comply with government and stock exchange regulations. A detailed discussion of these factors and other risks that affect our business are described in Item 1A, "Risk Factors." We expressly disclaim any obligation to publicly update or revise our forward-looking statements.

OVERVIEW

General

We provide integrated information management solutions and services for the public sector, with a focus on local governments. We develop and market a broad line of software products and services to address the IT needs of cities, counties, schools and other local government entities. In addition, we provide professional IT services to our clients, including software and hardware installation, data conversion, training and for certain clients, product modifications, along with continuing maintenance and support for clients using our systems. We also provide subscription-based services such as software as a service ("SaaS"), which primarily utilize the Tylor private cloud, and electronic document filing solutions ("e-filing"), which simplify the filing and management of court related documents. Revenues for e-filing are derived from transaction fees and, in some cases, fixed fee arrangements. We also provide property appraisal outsourcing services for taxing jurisdictions.

Our products generally automate seven major functional areas: (1) financial management and education, (2) courts and justice, (3) public safety (4) property appraisal and tax, (5) planning, regulatory and maintenance (6) land and vital records management and (7) data and insights. We report our results in two segments. The Enterprise Software ("ES") segment provides municipal and county governments and schools with software systems and services to meet their information technology and automation needs for mission-critical "back-office" functions such as: financial management; courts and justice processes; public safety; planning, regulatory and maintenance; land and vital records management; and data analytics. The Appraisal and Tax ("A&T") segment provides systems and software that automate the appraisal and assessment of real and personal property as well as property appraisal outsourcing services for local governments and taxing authorities. Property appraisal outsourcing services include: the physical inspection of commercial and residential properties; data collection and processing; computer analysis for property valuation; preparation of tax rolls; community education; and arbitration between taxpayers and the assessing jurisdiction.

Our total employee count increased to 4,525 at December 31, 2018, from 4,069 at December 31, 2017.

For the twelve months ended December 31, 2018, total revenues increased 11% compared to the prior year. Organic revenue growth was 9% for the twelve months ended December 31, 2018, compared to the prior year period and revenues from acquisitions contributed 2% of growth for the twelve months ended December 31, 2018.

Subscriptions revenue grew 28% for the twelve months ended December 31, 2018, due to a gradual shift toward cloud-based, software as a service business, as well as continued strong growth in our e-filing revenues from courts and the addition of new subscription revenues from the acquisition of Socrata. Organic subscriptions revenue increased 21% for the twelve months ended December 31, 2018.

Our backlog at December 31, 2018 was \$1.25 billion, a 2% increase from last year.

Recent Acquisitions

On December 7, 2018, we acquired certain assets and intellectual property of SceneDoc, Inc. ("SceneDoc"), a company that provides mobile-first, software-as-a-service (SaaS) field reporting for law enforcement agencies. The total purchase price was approximately \$6.2 million, of which \$5.4 million was paid in cash and approximately \$759,000 accrued for a working capital holdback. As of December 31, 2018, the purchase price allocation for SceneDoc is not yet complete. The preliminary estimates of fair value assumed at the acquisition date for intangible assets, receivables and deferred revenue and related deferred taxes are subject to change as valuations are finalized.

On October 1, 2018, we acquired all of the equity interests of TradeMaster, Inc. dba MobileEyes ("MobileEyes"), a company that develops software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. The total purchase price was approximately \$5.3 million in cash.

On August 31, 2018, we acquired all of the assets of CaseloadPRO, L. P. ("CaseloadPro"), a company that provides a fully featured probation case management system. The purchase price of \$9.3 million was paid in cash.

On April 30, 2018, we acquired all of the capital stock of Socrata, Inc. ("Socrata"), a company that provides open data and data-as-a-service solutions including cloud-based data integration, visualization, analysis, and reporting solutions for federal, state and local government agencies. The purchase price, net of cash acquired of \$1.7 million, was \$147.6 million in cash.

On April 30, 2018, we acquired all of the equity interests of Sage Data Security, LLC ("Sage"), a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle, including program development, education and training, technical testing, advisory services, and digital forensics. The total purchase price was \$11.6 million paid in cash.

As of December 31, 2018, the purchase price allocations for Sage, Socrata, CaseloadPro, and MobileEyes are complete.

The operating results of all 2018 acquisitions are included with the operating results of the Enterprise Software segment since their date of acquisition. Revenues from Socrata included in Tyler's results of operations totaled approximately \$13.9 million and the net loss was \$11.5 million for the twelve months ended December 31, 2018. The impact of the Sage, CaseloadPRO, MobileEyes and SceneDoc acquisitions, individually and in the aggregate, on our operating results, assets and liabilities is not material.

Our balance sheet as of December 31, 2018, reflects the allocation of the purchase price to the assets acquired based on their fair value at the date of each acquisition. The fair value of the assets and liabilities acquired are based on valuations using Level III, unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We monitor and analyze several key performance indicators in order to manage our business and evaluate our financial and operating performance. These indicators include the following:

Revenues – We derive our revenues from five primary sources: sale of software licenses and royalties; subscription-based arrangements; software services; maintenance; and appraisal services. Subscriptions and maintenance are considered recurring revenue sources and comprised approximately 65% of our revenue in 2018. The number of new SaaS clients and the number of existing clients who convert from our traditional software arrangements to our SaaS model are a significant driver to our business, together with new software license sales and maintenance rate increases. In addition, we also monitor our customer base and churn as we historically have experienced very low customer turnover. During 2018, based on our number of customers, turnover was approximately 2%.

Cost of Revenues and Gross Margins – Our primary cost component is personnel expenses in connection with providing software implementation, subscription-based services, maintenance and support, and appraisal services to our clients. We can improve gross margins by controlling headcount and related costs and by expanding our revenue base, especially from those products and services that produce incremental revenue with minimal incremental cost, such as software licenses and royalties, subscription-based services, and maintenance and support. Our appraisal projects are cyclical in nature, and we often employ appraisal personnel on a short-term basis to coincide with the life of a project. As of December 31, 2018, our total employee count increased to 4,525 from 4,069 at December 31, 2017.

Selling, General and Administrative (“SG&A”) Expenses – The primary components of SG&A expenses are administrative and sales personnel salaries and commissions, share-based compensation expense, marketing expense, rent and professional fees. Sales commissions typically fluctuate with revenues and share-based compensation expense generally increases as the market price of our stock increases. Other administrative expenses tend to grow at a slower rate than revenues.

Liquidity and Cash Flows – The primary driver of our cash flows is net income. Uses of cash include acquisitions, capital investments in property and equipment and discretionary purchases of treasury stock. Our working capital needs are fairly stable throughout the year with the significant components of cash outflows being payment of personnel expenses offset by cash inflows representing collection of accounts receivable and cash receipts from clients in advance of revenue being earned. In recent years, we have also received significant amounts of cash from employees exercising stock options and contributing to our Employee Stock Purchase Plan.

Balance Sheet – Cash, accounts receivable and days sales outstanding and deferred revenue balances are important indicators of our business.

Adoption of New Revenue Accounting Standard

On January 1, 2018, we adopted ASU No. 2014-09, using the full retrospective method of transition, which requires that the new standard be applied to all periods presented. The impacts of adoption are reflected in the financial information herein. For additional details, see Note 1 - "Summary of Significant Accounting Policies" to our consolidated financial statements in this report.

Recent Accounting Guidance not yet Adopted

Leases. On February 25, 2016, the FASB issued its new lease accounting guidance in ASU No. 2016-02, *Leases* ("Topic 842"). Under the new guidance, lessees will be required to recognize the following for all leases (with the exception of short-term leases) at the commencement date:

- A lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and
- A right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term.

Topic 842 is effective for fiscal years beginning after December 15, 2018, including interim periods therein. Early application is permitted for all business entities upon issuance. Upon adoption, entities will be required to use a modified retrospective approach with an option to use certain practical expedients. We expect to adopt ASU 2016-02 when effective, using the transition method that allows us to initially apply the guidance at the adoption date of January 1, 2019 and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We expect to use the package of practical expedients that allows us to not reassess: (1) lease classification for any expired or existing leases and (2) initial direct costs for any expired or existing leases. We expect ASU 2016-02 will impact our consolidated financial statements and related disclosures. We are currently evaluating the extent of the impact and expect that most of our lease commitments will be subject to the updated guidance and recognized as lease liabilities and right-of-use assets on our consolidated balance sheets upon adoption. Based on our current portfolio of leases, we estimate a range of \$15.5 million to \$17.8 million of lease assets and liabilities to be recognized on our balance sheet, primarily relating to office facilities.

Outlook

The local government software market continues to be active, and our backlog at December 31, 2018 reached \$1.25 billion, a 2% increase from last year. We expect to continue to achieve solid growth in revenue and earnings. With our strong financial position and cash flow, we plan to continue to make significant investments in product development to better position us to continue to expand our competitive position in the public sector software market over the long term.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our discussion and analysis of financial condition and results of operations is based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities at the date of the financial statements, the reported amounts of revenues, cost of revenues and expenses during the reporting period, and related disclosure of contingencies. The Notes to the Financial Statements included as part of this Annual Report describe our significant accounting policies used in the preparation of the financial statements. Significant items subject to such estimates and assumptions include the application of the progress toward completion methods of revenue recognition, estimated standalone selling price ("SSP") for distinct performance obligations, the carrying amount and estimated useful lives of intangible assets, determination of share-based compensation expense and valuation allowance for receivables. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe the following critical accounting policies require significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition. We earn revenue from software licenses, royalties, subscription-based services, software services, post-contract customer support ("PCS" or "maintenance"), hardware, and appraisal services. Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, we satisfy a performance obligation

Most of our software arrangements with customers contain multiple performance obligations that range from software licenses, installation, training, and consulting to software modification and customization to meet specific customer needs (services), hosting, and PCS. For these contracts, we account for individual performance obligations separately when they are distinct. We evaluate whether separate performance obligations can be distinct or should be accounted for as one performance obligation. Arrangements that include software services, such as training or installation, are evaluated to determine whether those services are highly interdependent or highly interrelated to the product's functionality. Many of our software arrangements involve "off-the-shelf" software. We recognize the revenue allocable to "off-the-shelf" software licenses and specified upgrades at a point in time when control of the software license transfers to the customer, unless the software is not considered distinct. We consider off-the-shelf software to be distinct when it can be added to an arrangement with minor changes in the underlying code, it can be used by the customer for the customer's purpose upon installation, and remaining services such as training are not considered highly interdependent or highly interrelated to the product's functionality.

For arrangements that involve significant production, modification or customization of the software, or where software services are otherwise not considered distinct, we recognize revenue over time by measuring progress-to-completion. We measure progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. These arrangements are often implemented over an extended period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent. When software services are distinct, the fee allocable to the service element is recognized over the time we perform the services and is billed on a time and material basis.

Subscription-based services consist of revenues derived from SaaS arrangements, which primarily utilize the Tyler private cloud, and electronic filing transactions. Revenue from subscription-based services is generally recognized over time on a ratable basis over the contract term, beginning on the date that our service is made available to the customer. For SaaS arrangements, we evaluate whether the customer has the contractual right to take possession of our software at any time during the hosting period without significant penalty and whether the customer can feasibly maintain the software on the customer's hardware or enter into another arrangement with a third-party to host the software. We allocate contract value to each performance obligation of the arrangement that qualifies for treatment as a distinct element based on estimated SSP. When it is determined that software is distinct and the customer has the ability to take control of the software, we recognize revenue allocable to the software license fee when access to the software license is made available to the customer. We recognize hosting services ratably over the term of the arrangement, which range from one to ten years but are typically for a period of three to five years. For software services associated with certain SaaS arrangements, we have concluded that the services are not distinct, and we recognize the revenue ratably over the remaining contractual period once we have provided the customer access to the software. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

The transaction price is allocated to the separate performance obligations on a relative SSP basis. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the applications sold, customer demographics, and the number and types of users within our contracts. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount to be allocated based on the relative SSP of the various products and services. In instances where SSP is not directly observable, such as when we do not sell the product or service separately, we determine SSP using the expected cost-plus margin approach. Revenue is recognized net of allowances for sales adjustments and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Typically, the structure of our arrangements does not give rise to variable consideration. However, in those instances whereby variable consideration exists, we include in our estimates additional revenue for variable consideration when we believe we have an enforceable right, the amount can be estimated reliably and its realization is probable.

We maintain allowances for doubtful accounts, which are provided at the time the revenue is recognized. Since most of our customers are domestic governmental entities, we rarely incur a loss resulting from the inability of a customer to make required payments. Events or changes in circumstances that indicate that the carrying amount for the allowances for doubtful accounts may require revision include, but are not limited to, deterioration of a customer's financial condition, failure to manage our customer's expectations regarding the scope of the services to be delivered, and defects or errors in new versions or enhancements of our software products. The allowance for doubtful accounts reflects our best estimate of probable losses inherent in the accounts receivable balance. We determine the allowance based on known troubled accounts, historical experience, and other currently available evidence.

In connection with certain of our contracts, we have recorded retentions receivable or unbilled receivables consisting of costs and estimated profit in excess of billings as of the balance sheet date. Many of the contracts which give rise to unbilled receivables at a given balance sheet date are subject to billings in the subsequent accounting period. We review unbilled receivables and related contract provisions to ensure we are justified in recognizing revenue prior to billing the customer and that we have objective evidence which allows us to recognize such revenue. In addition, we have a sizable amount of deferred revenue, which represents billings in excess of revenue earned. The majority of this liability consists of maintenance billings for which payments are made in advance and the revenue is ratably earned over the maintenance period, generally one year. We also have deferred revenue for those contracts in which we receive a deposit and the conditions in which to record revenue for the service or product have not been met. On a periodic basis, we review by customer the detail components of our deferred revenue to ensure our accounting remains appropriate.

Intangible Assets and Goodwill. Our business acquisitions typically result in the creation of goodwill and other intangible asset balances, and these balances affect the amount and timing of future period amortization expense, as well as expense we could possibly incur as a result of an impairment charge. The cost of acquired companies is allocated to identifiable tangible and intangible assets based on estimated fair value, with the excess allocated to goodwill. Accordingly, we have a significant balance of acquisition date intangible assets, including software, customer related intangibles, trade name, leases and goodwill. These intangible assets (other than goodwill) are amortized over their estimated useful lives. We currently have no intangible assets with indefinite lives other than goodwill.

When testing goodwill for impairment quantitatively, we first compare the fair value of each reporting unit with its carrying amount. If the carrying amount of a reporting unit exceeds its fair value, a second step is performed to measure the amount of potential impairment. In the second step, we compare the implied fair value of reporting unit goodwill with the carrying amount of the reporting unit's goodwill. If the carrying amount of reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized. The fair values calculated in our impairment tests are determined using discounted cash flow models involving several assumptions. The assumptions that are used are based upon what we believe a hypothetical marketplace participant would use in estimating fair value. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. We evaluate the reasonableness of the fair value calculations of our reporting units by comparing the total of the fair value of all of our reporting units to our total market capitalization. Our annual goodwill impairment analysis, which we performed quantitatively during the second quarter of 2018, did not result in an impairment charge. During 2018, we did not identify any triggering events that would require an update to our annual impairment review. All intangible assets (other than goodwill) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of other intangible assets is measured by comparison of the carrying amount to estimated undiscounted future cash flows. The assessment of recoverability or of the estimated useful life for amortization purposes will be affected if the timing or the amount of estimated future operating cash flows is not achieved. Such indicators may include, among others: a significant decline in expected future cash flows; a sustained, significant decline in stock price and market capitalization; a significant adverse change in legal factors or in the business climate; unanticipated competition; and reductions in growth rates. In addition, products, capabilities, or technologies developed by others may render our software products obsolete or non-competitive. Any adverse change in these factors could have a significant impact on the recoverability of goodwill or other intangible assets.

Share-Based Compensation. We have a stock incentive plan that provides for the grant of stock options, restricted stock units and performance stock units to key employees, directors and non-employee consultants. We estimate the fair value of share-based awards on the date of grant. Share-based compensation expense includes the estimated effects of forfeitures, which will be adjusted over the requisite service period to the extent actual forfeitures differ or are expected to differ from such estimates. Changes in estimated forfeitures are recognized in the period of change and will also impact the amount of expense to be recognized in future periods. Forfeiture rate assumptions are derived from historical data.

We estimate stock price volatility at the date of grant based on the historical volatility of our common stock. Estimated option life is determined using the weighted-average period the stock options are expected to be outstanding based primarily on the options' vesting terms, remaining contractual life and the employees' expected exercise based on historical patterns. Determining the appropriate fair-value model and calculating the fair value of share-based awards at the grant date requires considerable judgment, including estimating stock price volatility, expected option life and forfeiture rates.

ANALYSIS OF RESULTS OF OPERATIONS AND OTHER

The following discussion compares the historical results of operations on a basis consistent with GAAP for the years ended December 31, 2018, 2017 and 2016.

	Percentage of Total Revenues Years Ended December 31,		
	2018	2017	2016
		As Adjusted	As Adjusted
Revenues:			
Software licenses and royalties	10.0%	10.8%	11.0%
Subscriptions	23.6	20.5	18.8
Software services	20.5	21.5	22.6
Maintenance	41.1	42.6	42.2
Appraisal services	3.3	3.0	3.5
Hardware and other	2.5	2.1	1.9
Total revenues	100.0	100.0	100.0
Operating expenses:			
Cost of software licenses, royalties and acquired software	3.9	3.0	3.3
Cost of software services, maintenance and subscriptions	46.9	46.1	45.8
Cost of appraisal services	1.5	1.9	2.2
Cost of hardware and other	1.7	1.5	1.3
Selling, general and administrative expenses	22.5	20.9	21.7
Research and development expense	6.8	5.6	5.7
Amortization of customer and trade name intangibles	1.7	1.6	1.7
Operating income	16.3	19.4	18.3
Other income (expense), net	0.4	0.1	(0.3)
Income before income taxes	16.7	19.5	18.0
Income tax (benefit) provision	0.9	(0.7)	2.9
Net income	15.8%	20.2%	15.1%

2018 Compared to 2017

Revenues

On April 30, 2018, we acquired Socrata, a company that provides open data and data-as-a-service solutions for federal, state and local government agencies including cloud-based data integration, visualization, analysis, and reporting solutions. The following table details revenue for Socrata for the periods presented as of December 31, 2018, which is included in our consolidated statements of income:

	2018	
Revenues:		
Software licenses and royalties	\$	13,877
Subscriptions		12,106
Software services		1,751
Maintenance		—
Appraisal services		—
Hardware and other		20
Total revenues	\$	13,877

On December 7, 2018, we acquired SceneDoc, Inc., a company that provides mobile-first, software-as-a-service (SaaS) field reporting for law enforcement agencies. On October 1, 2018, we acquired MobileEyes, a company that develops software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. On August 31, 2018, we acquired CaseloadPRO, a company that provides a fully featured probation case management system. On April 30, 2018, we also acquired Sage, a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle. The impact of these acquisitions on our operating results is not considered material, individually and in the aggregate, and is not included in the table above. The results of these acquisitions are included with the operating results of the ES segment from their dates of acquisition. For comparative purposes, we have provided explanations for changes in operations to exclude results of operations for these acquisitions noting the exclusion.

Software licenses and royalties.

The following table sets forth a comparison of our software licenses and royalties revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
	As Adjusted			
ES	\$ 83,785	\$ 78,388	\$ 5,347	7%
A&T	9,706	7,854	1,852	24
Total software licenses and royalties revenue	\$ 93,441	\$ 86,242	\$ 7,199	8%

Software license and royalties revenue grew 8% compared to the prior year. The majority of this growth was due to an active marketplace as the result of generally positive local government economic conditions, as well as our increasingly strong competitive position, which we attribute in part to our investment in product development in recent years. An increase in the number of larger contracts related to our planning, regulatory and maintenance solutions and public safety solutions also contributed to the growth in license revenue.

Although the mix of new contracts between subscription-based and perpetual license arrangements may vary from quarter to quarter and year to year, we expect our longer-term software license growth rate to be negatively impacted by a growing number of customers choosing our subscription-based options, rather than purchasing the software under a traditional perpetual software license arrangement. Subscription-based arrangements result in lower software license revenue in the initial year as compared to perpetual software license arrangements but generate higher overall revenue over the term of the contract. Our new client mix in 2018 was approximately 47% selecting perpetual software license arrangements and approximately 53% selecting subscription-based arrangements compared to a client mix in 2017 of approximately 53% selecting perpetual software license arrangements and approximately 47% selecting subscription-based arrangements.

Subscriptions.

The following table sets forth a comparison of our subscriptions revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$ 710,740	\$ 164,317	\$ 46,423	28%
A&T	9,807	7,859	1,948	25
Total subscriptions revenue	\$ 220,547	\$ 172,176	\$ 48,371	28%

Subscription-based revenue primarily consists of revenue derived from our SaaS arrangements, which generally utilize the Tyler private cloud. As part of our subscription-based services, we also provide electronic document filing solutions ("e-filing") that simplify the filing and management of court related documents for courts and law offices. E-filing revenue is derived from transaction fees and fixed fee arrangements.

Excluding the results of acquisitions, subscription-based revenue increased 21% compared to 2017. New SaaS clients as well as existing clients who converted to our SaaS model provided the majority of the subscription revenue increase. In 2018, we added 410 new SaaS clients and 97 existing clients elected to convert to our SaaS model. Also, e-filing services contributed approximately \$6.2 million of the subscription revenue increase in 2018. The increase in e-filing revenue is attributed to new e-filing clients, as well as increased volumes as the result of several existing clients mandating e-filing. The acquisition of Socrata, which primarily has a subscription revenue model, also contributed to the increase in subscription revenues.

Software services.

The following table sets forth a comparison of our software services revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$ 166,921	\$ 161,245	\$ 5,676	4%
A&T	24,348	19,215	5,133	27
Total software services revenue	\$ 191,269	\$ 180,460	\$ 10,809	6%

Software services revenue primarily consists of professional services billed in connection with implementing our software, converting client data, training client personnel, custom development activities and consulting. New clients who purchase our proprietary software licenses generally also contract with us to provide for the related software services. Existing clients also periodically purchase additional training, consulting and minor programming services. Excluding the results of acquisitions, software services revenue grew 3% compared to the prior year period. This growth is due to a higher level of new software sales, through both our license and subscription models.

Maintenance.

The following table sets forth a comparison of our maintenance revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
ES	\$ 359,504	\$ 337,701	\$ 22,203	7%
A&T	24,617	21,618	2,999	14
Total maintenance revenue	\$ 384,521	\$ 359,319	\$ 25,202	7%

We provide maintenance and support services for our software products and certain third-party software. Maintenance revenue grew 7% compared to the prior year. Maintenance and support revenue increased mainly due to growth in our installed customer base from new software license sales as well as annual maintenance rate increases.

Appraisal services.

The following table sets forth a comparison of our appraisal services revenue for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
IS	\$ —	\$ —	\$ —	—%
A&T	21,846	25,023	(3,177)	(13)
Total appraisal services revenue	\$ 21,846	\$ 25,023	\$ (3,177)	(13)%

In 2018, appraisal services revenue decreased 13% compared to the prior year primarily due to the successful completion of several large revaluation projects in mid-2017. The appraisal services business is somewhat cyclical and driven in part by statutory revaluation cycles in various states.

Cost of Revenues and Gross Margins

The following table sets forth a comparison of the key components of our cost of revenues for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
Software licenses and royalties	\$ 3,802	\$ 3,321	\$ 481	14%
Acquired software	22,972	21,686	1,286	6
Software services, maintenance and subscriptions	438,923	387,624	51,299	13
Appraisal services	14,299	16,286	(1,987)	(12)
Hardware and other	18,708	12,595	6,113	25
Total cost of revenues	\$ 495,704	\$ 441,522	\$ 54,182	12%

The following table sets forth a comparison of gross margin percentage by revenue type for the years ended December 31:

Gross margin percentage	2018	2017	Change
Software licenses, royalties and acquired software	71.3%	71.0%	0.3%
Software services, maintenance and subscriptions	44.9	45.6	(0.7)
Appraisal services	34.5	34.9	(0.4)
Hardware and other	33.6	28.8	4.8
Overall gross margin	47.0%	47.5%	(0.5)%

Software licenses, royalties and acquired software. Cost of software licenses, royalties and acquired software is primarily comprised of amortization expense for acquired software and third-party software costs. We do not have any direct costs associated with royalties. The gross margin increase of 0.3% is due to higher software license revenues offset by an increase in amortization expense for acquired software attributed to new acquisitions completed in 2018.

Software services, maintenance and subscriptions. Cost of software services, maintenance and subscriptions primarily consists of personnel costs related to installation of our software, conversion of client data, training client personnel and support activities and various other services such as custom client development and on-going operation of SaaS and e-filing arrangements. In 2018, the software services, maintenance and subscriptions gross margin decreased 0.7% compared to the prior year. Excluding employees added through acquisitions, our implementation and support staff has grown by 57 employees since December 31, 2017 as we accelerated hiring to ensure that we are well-positioned to deliver our current backlog and anticipated new business. Recognition of acquisition-related deferred revenue associated with subscriptions and maintenance also resulted in lower gross margins.

Appraisal services. Appraisal services revenue comprised approximately 2.3% of total revenue. The appraisal services gross margin decreased 0.4% compared to 2017 due to the reduction in higher margin projects substantially complete by early 2017 and lower volume of revenues in the current period to cover relatively fixed costs.

Our 2018 blended gross margin slightly decreased by 0.5% compared to 2017. Our overall gross margin decrease is mainly attributed to additions to our implementation staff and lower margin revenues from appraisal services, offset by improved margin on revenues from software licenses.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses consist primarily of salaries, employee benefits, travel, share-based compensation expense, commissions and related overhead costs for administrative and sales and marketing employees, as well as, professional fees, trade show activities, advertising costs and other marketing related costs. The following table sets forth a comparison of our SG&A expenses for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
			As Adjusted	
Selling, general and administrative expenses	\$ 207,605	\$ 175,914	\$ 31,691	18%

SG&A as a percentage of revenue was 22.2% in 2018 compared to 20.9% in 2017. SG&A expense increased approximately 18% compared to the prior year period. In 2018, our operating results include \$9.1 million of SG&A expenses for Socrata from the date of acquisition. The remaining SG&A expense increase is mainly due to compensation cost related to increased staff levels, higher stock compensation expense and increased commission expense as a result of higher sales. Excluding employees added with acquisitions, we have added 47 employees mainly to our sales and finance teams since December 31, 2017. In addition, our 2018 stock compensation expense rose \$11.2 million, mainly due to increases in our stock price over the last few years.

Research and Development Expense

Research and development expense consists primarily of salaries, employee benefits and related overhead costs associated with new product development. The following table sets forth a comparison of our research and development expense for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
Research and development expense	\$ 63,264	\$ 47,324	\$ 15,940	34%

Research and development expense increased 34% in 2018 compared to the prior year period, mainly due to a number of new Tyler product development initiatives across our product suites, including increased investments in research and development at recently acquired businesses. To support these initiatives, our research and development staff has grown by 159 since December 31, 2017.

Amortization of Customer and Trade Name Intangibles

Acquisition intangibles are comprised of the excess of the purchase price over the fair value of net tangible assets acquired that is allocated to acquired software, leases and customer and trade name intangibles. The remaining excess purchase price is allocated to goodwill that is not subject to amortization. Amortization expense related to acquired software is included with cost of revenues, while amortization expense of customer and trade name intangibles is recorded as operating expense. The estimated useful lives of both customer and trade name intangibles range from five to 25 years. The following table sets forth a comparison of amortization of customer and trade name intangibles for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
Amortization of customer and trade name intangibles	\$ 15,217	\$ 13,381	\$ 1,836	21%

Amortization of customer and trade name intangibles increased due to the impact of intangibles added with several acquisitions completed in 2017 and 2018.

Estimated annual amortization expense relating to customer and trade name acquisition intangibles, excluding acquired software for which the amortization expense is recorded as cost of revenues, for the next five years is as follows (in thousands):

2019	\$ 16,459
2020	15,350
2021	15,232
2022	14,740
2023	14,665
Thereafter	95,419

Amortization expense relating to acquired leases will be recorded as a reduction to hardware and other revenue and is expected to be \$372,000 in 2019, \$313,000 in 2020, \$312,000 in 2021, \$312,000 in 2022, \$312,000 in 2023 and \$723,000 thereafter.

Other

The following table sets forth a comparison of other income (expense), net for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
Other income, net	\$ 3,378	\$ 698	\$ 2,680	N/M

Other income is comprised of interest expense and non-usage and other fees associated with our revolving credit agreement as well as interest income from invested cash. Other income, net, increased compared to the prior period due to increased interest income from significantly higher levels of cash and investments resulting from cash generated in the last year. We had no debt in the current period, as we repaid all borrowings under the revolving line of credit in January 2017.

Income Tax Provision (Benefit)

The following table sets forth a comparison of our income tax provision for the years ended December 31:

(\$ in thousands)	2018	2017	Change	
			\$	%
		As Adjusted		
Income tax provision (benefit)	\$ 8,408	\$ (6,115)	\$ 14,523	(237)%
Effective income tax rate	5.4%	(3.7)%		

The increase in the income tax provision in 2018 is primarily due to the one-time tax benefit of \$26.0 million (as adjusted) recognized in the fourth quarter of 2017 resulting from the remeasurement of deferred tax assets and liabilities associated with the enactment of the Tax Act which reduced the statutory U.S. federal corporate income tax rate from 35% to 21%. The increase is somewhat offset by the decrease in statutory U.S. federal corporate income tax rate for 2018. In addition, excess tax benefits from stock option exercises were lower in 2018 as compared to the prior period. Stock option exercise activity in 2018 generated excess tax benefits of \$32.5 million, while stock option exercise activity in 2017 generated \$40.6 million excess tax benefits.

The increase in the effective income tax rate in 2018 compared to 2017 is also primarily attributable to the one-time tax benefit associated with the Tax Act recognized in 2017 and the decrease in excess tax benefits related to stock option exercises realized, offset by the decrease in statutory U.S. federal corporate income tax rate for 2018. Excluding the impact of the Tax Act and the excess tax benefits, our income tax provision and effective tax rate in 2018 would have been \$42.6 million and 27.4% and in 2017, would have been \$60.5 million (as adjusted) and 37.0%, respectively.

The effective income tax rates in both 2018 and 2017 differed from the statutory United States federal corporate income tax rate of 21% and 35%, respectively, due to state income taxes, the research tax credit, non-deductible share-based compensation expense, disqualifying incentive stock option dispositions, and other non-deductible business expenses, and in 2017, the domestic production activities deduction.

2017 Compared to 2016

Revenues

Software licenses and royalties.

The following table sets forth a comparison of our software licenses and royalties revenue for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
	As Adjusted	As Adjusted		
ES	\$ 78,288	\$ 78,271	\$ 117	0%
A&T	7,854	5,462	2,392	44%
Total software licenses and royalties revenue	\$ 86,142	\$ 83,733	\$ 2,409	3%

Software license and royalties revenue increased 3% compared to the prior year. The increase in software licenses and royalties is attributed to additions to our implementation staff, which increased our capacity to deliver backlog.

Although the mix of new contracts between subscription-based and perpetual license arrangements may vary from quarter to quarter and year to year, we expect our longer-term software license growth rate to be negatively impacted by a growing number of customers choosing our subscription-based options, rather than purchasing the software under a traditional perpetual software license arrangement. Subscription-based arrangements result in lower software license revenue in the initial year as compared to perpetual software license arrangements but generate higher overall revenue over the term of the contract. Our new client mix in 2017 was approximately 53% selecting perpetual software license arrangements and approximately 47% selecting subscription-based arrangements compared to a client mix in 2016 of approximately 68% selecting perpetual software license arrangements and approximately 32% selecting subscription-based arrangements.

Subscriptions.

The following table sets forth a comparison of our subscriptions revenue for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		As Adjusted		\$	%
ES	\$ 164,317	\$ 135,469	\$ 28,848	21%		
A&T	7,859	7,188	671	9		
Total subscriptions revenue	\$ 172,176	\$ 142,657	\$ 29,519	21%		

Subscription-based revenue primarily consists of revenue derived from our SaaS arrangements, which generally utilize the Tyler private cloud. As part of our subscription-based services, we also provide electronic document filing solutions ("e-filing") that simplify the filing and management of court related documents for courts and law offices. E-filing revenue is derived from transaction fees and fixed fee arrangements.

Subscription-based revenue increased 21% compared to 2016. New SaaS clients as well as existing clients who converted to our SaaS model provided the majority of the subscriptions revenue increase. In 2017, we added 374 new SaaS clients and 88 existing clients elected to convert to our SaaS model. The average contract size in 2017 were 64% and 44% higher than 2016 for new clients and clients converting to our SaaS model, respectively. Also, e-filing services contributed approximately \$8.5 million of the subscriptions revenue increase in 2017. The increase in e-filing revenue is attributed to new e-filing clients, as well as increased volumes as the result of several existing clients mandating e-filing.

Software services.

The following table sets forth a comparison of our software services revenue for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		As Adjusted		\$	%
ES	\$ 161,245	\$ 155,822	\$ 5,423	4%		
A&T	19,215	16,326	2,889	18		
Total software services revenue	\$ 180,460	\$ 171,648	\$ 8,812	5%		

Software services revenue primarily consists of professional services billed in connection with implementing our software, converting client data, training client personnel, custom development activities and consulting. New clients who purchase our proprietary software licenses generally also contract with us to provide for the related software services. Existing clients also periodically purchase additional training, consulting and minor programming services. Software services revenue grew 5% compared to the prior year period. This growth is partly due to additions to our implementation and support staff, which increased our capacity to deliver backlog and partially due to completing recognition of a majority of the acquisition-related deferred service revenue that was fair valued at rates below Tyler's average service rate in prior periods.

Maintenance.

The following table sets forth a comparison of our maintenance revenue for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
	As Adjusted	As Adjusted		
ES	\$ 337,701	\$ 302,409	\$ 35,292	12%
A&T	21,618	18,589	3,029	16
Total maintenance revenue	\$ 359,319	\$ 320,998	\$ 38,321	12%

We provide maintenance and support services for our software products and certain third-party software. Maintenance revenue grew 12% compared to the prior year. Maintenance and support revenue increased mainly due to growth in our installed customer base from new software license sales as well as annual maintenance rate increases. In addition, the increase is partially due to completing recognition of a majority of the acquisition-related deferred maintenance revenue that was fair valued at rates below Tyler's average maintenance rate in prior periods.

Appraisal services.

The following table sets forth a comparison of our appraisal services revenue for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
ES	\$ 25,023	\$ 26,287	\$ (1,264)	(5)%
A&T	25,023	26,287	(1,264)	(5)%
Total appraisal services revenue	\$ 25,023	\$ 26,287	\$ (1,264)	(5)%

In 2017, appraisal services revenue decreased 5% compared to the prior year primarily due to the successful completion of several large revaluation projects in mid-2017. The appraisal services business is somewhat cyclical and driven in part by statutory revaluation cycles in various states.

Cost of Revenues and Gross Margins

The following table sets forth a comparison of the key components of our cost of revenues for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
Software licenses and royalties	\$ 3,321	\$ 2,964	\$ 357	12%
Acquired software	21,686	22,235	(549)	N/M
Software services, maintenance and subscriptions	387,654	348,939	38,695	11
Appraisal services	16,286	16,411	(125)	(1)
Hardware and other	12,595	10,143	2,452	24
Total cost of revenues	\$ 441,522	\$ 400,692	\$ 40,830	10%

The following table sets forth a comparison of gross margin percentage by revenue type for the years ended December 31:

Gross margin percentage	2017	2016	Change
	As Adjusted	As Adjusted	
Software licenses, royalties and acquired software	71.0%	69.9%	1.1%
Software services, maintenance and subscriptions	45.6	45.1	0.5
Appraisal services	34.9	37.6	(2.7)
Hardware and other	28.8	30.3	(1.5)
Overall gross margin	47.5%	47.3%	0.2%

Software licenses, royalties and acquired software. Cost of software licenses, royalties and acquired software is primarily comprised of amortization expense for acquired software and third-party software costs. We do not have any direct costs associated with royalties. The gross margin increase of 1.1% is due to higher incremental margins on software license revenues, in part due to slightly lower amortization expense for acquired software resulting from acquisitions.

Software services, maintenance and subscriptions. Cost of software services, maintenance and subscriptions primarily consists of personnel costs related to installation of our software, conversion of client data, training client personnel and support activities and various other services such as custom client development and on-going operation of SaaS and e-filing arrangements. In 2017, the software services, maintenance and subscriptions gross margin increased 0.5% compared to the prior year. Our implementation and support staff grew by 220 employees in 2017. Many of these additions occurred in early to mid-2017 and are contributing to revenue in 2017. Costs related to maintenance and various other services such as SaaS and e-filing typically grow at a slower rate than related revenue due to leverage in the utilization of support and maintenance staff and economies of scale. Reduced recognition of acquisition-related deferred revenue associated with software services and maintenance obligations completed in prior periods also resulted in higher gross margins.

Appraisal services. Appraisal services revenue comprised approximately 3.0% of total revenue. The appraisal services gross margin decreased 2.7% compared to 2016 due to the reduction in higher margin projects substantially complete by early 2017 and lower volume of revenues in the current period to cover relatively fixed costs.

Our 2017 blended gross margin slightly increased 0.2% compared to 2016. Our overall gross margin was positively impacted by a product mix that included more higher-margin recurring revenues from subscriptions and maintenance and improved margin on revenues from software licenses offset by the lower-margin revenues from appraisal services as described above.

Selling, General and Administrative Expenses

The following table sets forth a comparison of selling, general and administrative expenses for the years ended December 31:

(\$ in thousands)	2017		2016		Change		
	As Adjusted		As Adjusted		\$	%	
	Selling, general and administrative expenses	\$	175,914	\$	165,176	\$	10,738

SG&A as a percentage of revenue was 20.9% in 2017 compared to 21.7% in 2016. SG&A expense increased approximately 7% mainly due to compensation costs related to increased staff levels, merit increases and higher stock compensation expense. We added 28 SG&A employees, mainly to our sales and finance teams in 2017. In addition, our 2017 stock compensation expense rose \$4.7 million, mainly due to increases in our stock price over the last few years.

Research and Development Expense

The following table sets forth a comparison of our research and development expense for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
Research and development expense	\$ 47,324	\$ 43,154	\$ 4,170	10%

Research and development expense consists mainly of costs associated with development of new products and technologies from which we do not currently generate revenue, as well as costs related to the ongoing development efforts for Microsoft Dynamics AX. Our contractual research and development commitment to develop public sector functionality for Microsoft Dynamics AX was amended in March 2016, which significantly reduced our development commitment through March 2018. However, we continue to provide sustained engineering and technical support for the public sector functionality within Dynamics AX. License and maintenance royalties for all applicable domestic and international sales of Dynamics AX to public sector entities will continue under the terms of the contract.

Research and development expense increased 10% in 2017 compared to the prior year period, mainly due to research and development efforts related to new Tyler product development initiatives, primarily in our public safety solutions, offset by reduced development efforts for Microsoft Dynamics AX. As a result of the Microsoft Dynamics AX amendment, we have redeployed certain development resources to enhance functionality on several existing solutions and these costs are being recorded in cost of revenues -- software services, maintenance and subscriptions.

Amortization of Customer and Trade Name Intangibles

The following table sets forth a comparison of amortization of customer and trade name intangibles for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
			As Adjusted	As Adjusted
Amortization of customer and trade name intangibles	\$ 13,381	\$ 13,202	\$ 179	1%

Amortization of customer and trade name intangibles increased due to the impact of intangibles added with several small acquisitions completed in 2016 and 2017.

Other

The following table sets forth a comparison of other income (expense), net for the years ended December 31:

(\$ in thousands)	2017	2016	Change	
			\$	%
Other income (expense), net	\$ 698	\$ (1,098)	\$ 2,696	NM

Other income (expense) is comprised of interest expense and non-usage and other fees associated with our revolving credit agreement as well as interest income from invested cash. Other income (expense), net increased compared to the prior period is attributed to significantly lower debt levels in the current period, as we repaid all borrowings under the revolving line of credit in January 2017, and correspondingly higher levels of cash investments.

Income Tax (Benefit) Provision

The following table sets forth a comparison of our income tax provision for the years ended December 31:

(\$ in thousands)	2017		2016		Change	
	As Adjusted		As Adjusted		\$	%
	Income tax provision	\$ (8,115)	\$ 21,957	\$ (28,072)		(128)%
Effective income tax rate	(3.7)%	16.2%				

The decrease in the income tax provision during 2017 was primarily driven by the enactment of the Tax Act which reduced the statutory U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision is a \$26.0 million (as adjusted) tax benefit due to the remeasurement of deferred tax assets and liabilities. See Note 7 - "Income Tax" for additional information related to the Tax Act. The income tax provision is also lower due to the increase in the excess tax benefits from stock option exercises as compared to prior period. We experienced significant stock option exercise activity in 2017 and 2016 that generated excess tax benefits of \$40.6 million and \$29.6 million, respectively.

The change in the effective income tax rate in 2017 compared to 2016 is also primarily attributable to the impact of the Tax Act and the changes in excess tax benefits related to stock option exercises realized. Excluding the impact of the Tax Act and the excess tax benefits, our income tax provision and effective tax rate in 2017 would have been \$60.5 million (as adjusted) and 37.0%, respectively. Excluding the excess tax benefits, our income tax provision and effective tax rate in 2016 would have been \$51.5 million (as adjusted) and 38.0% respectively.

The effective income tax rates in both 2017 and 2016 differed from the statutory United States federal corporate income tax rate of 35% due to state income taxes, the domestic production activities deduction, the research tax credit, non-deductible share-based compensation expense, disqualifying incentive stock option dispositions, and other non-deductible business expenses.

FINANCIAL CONDITION AND LIQUIDITY

As of December 31, 2018, we had cash and cash equivalents of \$134.3 million compared to \$185.9 million at December 31, 2017. We also had \$97.7 million invested in investment grade corporate bonds, municipal bonds and asset-backed securities as of December 31, 2018 compared to \$63.8 million at December 31, 2017. These investments mature between 2018 through 2022 and we intend to hold these investments until maturity. Cash and cash equivalents consist of cash on deposit with several domestic banks and money market funds. As of December 31, 2018, we had no outstanding borrowings and no outstanding letters of credit. We believe our revolving line of credit, cash from operating activities, cash on hand and access to the credit markets provide us with sufficient flexibility to meet our long-term financial needs.

The following table sets forth a summary of cash flows for the years ended December 31:

(\$ in thousands)	2018	2017	2016
Cash flows provided (used) by:			
Operating activities	\$ 250,203	\$ 195,755	\$ 191,859
Investing activities	(238,255)	(85,395)	(80,720)
Financing activities	(63,595)	39,415	(138,075)
Net (decrease) increase in cash and cash equivalents	\$ (51,647)	\$ 149,775	\$ 73,064

Net cash provided by operating activities continues to be our primary source of funds to finance operating needs and capital expenditures. Other potential capital resources include cash on hand, public and private issuances of debt or equity securities, and bank borrowings. It is possible that our ability to access the capital and credit markets in the future may be limited by economic conditions or other factors. We currently believe that cash provided by operating activities, cash on hand and available credit are sufficient to fund our working capital requirements, capital expenditures, income tax obligations, and share repurchases for at least the next twelve months.

In 2018, operating activities provided cash of \$250.2 million compared to \$195.8 million in 2017. Operating activities that provided cash were primarily comprised of net income of \$147.5 million, non-cash depreciation and amortization charges of \$61.8 million and non-cash share-based compensation expense of \$52.7 million. Working capital, excluding cash, increased approximately \$14.0 million due to higher accounts receivable because of an increase in unbilled receivables attributed to revenues recognized from prior billings, higher accounts receivable related to annual maintenance and subscription billings, and the deferred taxes associated with stock option activity during the period. These increases were offset slightly by the growth in deferred revenue balances and timing of income tax payments.

In general, changes in the balance of deferred revenue are cyclical and primarily driven by the timing of our maintenance and subscription billings. Our renewal dates occur throughout the year, but our largest maintenance renewal cycles occur in the second and fourth quarters.

Days sales outstanding in accounts receivable were 111 days at December 31, 2018, compared to 102 days at December 31, 2017. The increase in our DSO is mainly due to an increase in unbilled receivables attributed to the increase in software license revenue for which we have recognized revenue at the point in time when the software is made available to the customer, but the billing has not yet been submitted to the customer. An increase in software services contracts accounted for using progress-to-completion method of revenue recognition in which the services are performed in one accounting period, but the billing normally occurs subsequently in another accounting period also contributed to the increase in DSO. Furthermore, our maintenance billing cycle typically peaks at its highest level in June and second highest level in December of each year and is followed by collections in the subsequent quarter. DSO is calculated based on quarter-end accounts receivable (excluding long-term receivables but including unbilled receivables) divided by the quotient of annualized quarterly revenues divided by 360 days.

Investing activities used cash of \$238.3 million in 2018 compared to \$85.4 million in 2017. We invested \$115.6 million and received \$81.2 million in proceeds from investment grade corporate bonds, municipal bonds and asset-backed securities with maturity dates ranging from 2018 through 2022. Approximately \$27.4 million was invested in property and equipment, primarily for computer equipment, furniture and fixtures in support of internal growth, particularly with respect to our cloud-based offerings. We paid \$2.2 million for the expansion of existing buildings. On December 7, 2018, we acquired certain assets and intellectual property of SceneDoc, Inc., a company that provides mobile-first, SaaS field reporting for law enforcement agencies. The total purchase price was approximately \$6.2 million, of which \$5.4 million was paid in cash and approximately \$759,000 accrued for a working capital holdback. On October 1, 2018, we acquired all of the equity interests of MobileEyes, a company that develops software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. The total purchase price was approximately \$5.3 million in cash. On August 31, 2018, we acquired all of the assets of CaseloadPRO, a company that provides a fully featured probation case management system. The purchase price of \$9.3 million was paid in cash. On April 30, 2018, we acquired all of the capital stock of Socrata, a company that provides open data and data-as-a-service solutions including cloud-based data integration, visualization, analysis, and reporting solutions for state and local government agencies. The purchase price, net of cash acquired of \$1.7 million, was \$147.6 million paid in cash. On April 30, 2018, we acquired all of the equity interests of Sage, a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle, including program development, education and training, technical testing, advisory services, and digital forensics. The total purchase price was \$11.6 million paid in cash. These expenditures were funded from cash generated from operations.

In 2017, we invested \$59.8 million and received \$28.8 million in proceeds from investment grade corporate bonds, municipal bonds and asset-backed securities. Approximately \$43.1 million was invested in property and equipment. We purchased an office building in Latham, New York for approximately \$2.9 million and paid \$2.1 million for building improvements. We paid \$19.4 million for construction to expand our office building in Yarmouth, Maine. We also made three small acquisitions with a combined cash purchase price of \$11.3 million. The remaining additions were for computer equipment, furniture and fixtures in support of internal growth, particularly with respect to our cloud-based offerings. These expenditures were funded from cash generated from operations.

Financing activities used cash of \$63.6 million in 2018 compared to cash provided of \$39.4 million in 2017. Financing activities in 2018 were comprised of collections of \$83.0 million from stock option exercises and employee stock purchase plan activity. We also purchased approximately 781,000 shares of our common stock for an aggregate purchase price of \$150.1 million, of which \$3.5 million was accrued as of December 31, 2018.

Financing activities in 2017 were comprised of \$10.0 million net payments on our revolving line of credit offset by collections of \$56.9 million from stock option exercises and employee stock purchase plan activity. We also purchased approximately 44,000 shares of our common stock for an aggregate purchase price of \$6.6 million.

In February 2019, our board of directors authorized the repurchase of an additional 1.5 million shares of Tyler common stock. The repurchase program, which was approved by our board of directors, was announced in October 2002, and was amended at various times from 2003 through 2019. As of February 20, 2019, we had remaining authorization to repurchase up to 2.7 million additional shares of our common stock. Our share repurchase program allows us to repurchase shares at our discretion. Market conditions influence the timing of the buybacks and the number of shares repurchased, as well as the volume of employee stock option exercises.

Share repurchases are generally funded using our existing cash balances and borrowings under our credit facility and may occur through open market purchases and transactions structured through investment banking institutions, privately negotiated transactions and/or other mechanisms. There is no expiration date specified for the authorization and we intend to repurchase stock under the plan from time to time.

On November 16, 2015, we entered into a \$300.0 million Credit Agreement (the "Credit Facility") with the various lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent. The Credit Facility provides for a revolving credit line of up to \$300.0 million, including a \$10.0 million sublimit for letters of credit. The Credit Facility matures on November 16, 2020. Borrowings under the Credit Facility may be used for general corporate purposes, including working capital requirements, acquisitions and share repurchases. Borrowings under the Credit Facility bear interest at a rate of either (1) Wells Fargo Bank's prime rate (subject to certain higher rate determinations) plus a margin of 0.25% to 1.00% or (2) the 30, 60, 90 or 180 day LIBOR rate plus a margin of 1.25% to 2.00%. As of December 31, 2018, our interest rate was 5.75% under the prime rate option or approximately 3.77% under the 30-day LIBOR option. The Credit Facility is secured by substantially all of our assets. The Credit Facility requires us to maintain certain financial ratios and other financial conditions and prohibits us from making certain investments, advances, cash dividends or loans, and limits incurrence of additional indebtedness and liens. As of December 31, 2018, we were in compliance with those covenants.

As of December 31, 2018, we had no outstanding borrowings and had unused borrowing capacity of \$300.0 million under the Credit Facility. We paid interest of \$770,000 in 2018, \$804,000 in 2017, and \$1.9 million in 2016.

We paid income taxes, net of refunds received, of \$6.8 million in 2018, \$36.0 million in 2017, and \$30.2 million in 2016. In 2018, we experienced significant stock option exercise activity that generated net tax benefits of \$32.5 million and reduced tax payments accordingly. In 2017 and 2016, excess tax benefits were \$40.6 million and \$29.6 million, respectively.

We anticipate that 2019 capital spending will be between \$54 million and \$56 million, including approximately \$16 million related to real estate and approximately \$6 million of capitalized software development. We expect the majority of the other capital spending will consist of computer equipment and software for infrastructure replacements and expansion. Capital spending is expected to be funded from existing cash balances and cash flows from operations.

On January 31, 2019, we entered in to a Merger agreement to acquire 100% of the equity interests of MP Holdings, Parent, Inc. dba MicroPact ("MicroPact") for the anticipated purchase price of \$185 million in cash at closing (subject to possible adjustments and holdback) plus contingent consideration not to exceed \$10 million. The completion of the acquisition is subject to customary closing conditions, including the expiration or the termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act. The Federal Trade Commission granted early termination of that waiting period effective February 15, 2019. The cash portion of the merger consideration will be funded from cash on hand and proceeds from the revolving credit facility.

On February 1, 2019, we acquired all the assets of Civic, LLC ("MyCivic"), a company that provides software solutions to connect communities. The purchase price is \$3.7 million of which \$3.6 million was paid in cash and approximately \$90,000 was accrued for a working capital holdback.

From time to time we engage in discussions with potential acquisition candidates. In order to pursue such opportunities, which could require significant commitments of capital, we may be required to incur debt or to issue additional potentially dilutive securities in the future. No assurance can be given as to our future acquisition opportunities and how such opportunities will be financed.

We lease office facilities, as well as transportation and other equipment used in our operations under non-cancelable operating lease agreements expiring at various dates through 2026.

Summarized in the table below are our obligations to make future payments under the Credit Facility and lease obligations at December 31, 2018 (in thousands):

	2019	2020	2021	2022	2023	Thereafter	Total
Revolving line of credit	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Lease obligations	5,994	5,146	3,976	1,925	1,164	2,132	20,337
Total future payment obligations	\$ 5,994	\$ 5,146	\$ 3,976	\$ 1,925	\$ 1,164	\$ 2,132	\$ 20,337

As of December 31, 2018, we do not have any off-balance sheet arrangements, guarantees to third-parties or material purchase commitments, except for the operating lease commitments listed above.

CAPITALIZATION

At December 31, 2018, our capitalization consisted of no outstanding borrowings and \$1.3 billion of shareholders' equity.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Market risk represents the risk of loss that may affect us due to adverse changes in financial market prices and interest rates.

In 2018, our effective average interest rate for borrowings was 5.22%. As of December 31, 2018, our interest rate was 5.75% under the prime rate option or approximately 3.77% under the 30-day LIBOR option. The Credit Facility is secured by substantially all of our assets. Loans under the Credit Facility bear interest, at Tyler's option, at a per annum rate of either (1) the Wells Fargo Bank prime rate (subject to certain higher rate determinations) plus a margin of 0.25% to 1.00% or (2) the 30, 60, 90 or 180-day LIBOR rate plus a margin of 1.25% to 2.00%.

As of December 31, 2018, we had no outstanding borrowings under the Credit Facility and therefore are not subject to any interest risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

The reports of our independent registered public accounting firm and our financial statements, related notes, and supplementary data are included as part of this Annual Report beginning on page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures — We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act) designed to provide reasonable assurance that the information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. These include controls and procedures designed to ensure that this information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosures. Management, with the participation of the chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2018. Based on this evaluation, the chief executive officer and chief financial officer have concluded that our disclosure controls and procedures were effective as of December 31, 2018.

Management's Report on Internal Control Over Financial Reporting — Tyler's management is responsible for establishing and maintaining effective internal control over financial reporting as defined in Securities Exchange Act Rule 13a-15(f). Tyler's internal control over financial reporting is designed to provide reasonable assurance to Tyler's management and board of directors regarding the preparation and fair presentation of published financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Management assessed the effectiveness of Tyler's internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Based on our assessment, we concluded that, as of December 31, 2018, Tyler's internal control over financial reporting was effective based on those criteria.

Tyler's internal control over financial reporting as of December 31, 2018 has been audited by Ernst & Young LLP, the independent registered public accounting firm who also audited Tyler's financial statements. Ernst & Young's attestation report on Tyler's internal control over financial reporting appears on page F-1 hereof.

Changes in Internal Control Over Financial Reporting — During the quarter ended December 31, 2018, there were no changes in our internal control over financial reporting, as defined in Securities Exchange Act Rule 13a-15(f), that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION.

None.

PART III

See the information under the following captions in Tyler's definitive Proxy Statement, which is incorporated herein by reference. Only those sections of the Proxy Statement that specifically address the items set forth herein are incorporated by reference. Such incorporation by reference does not include the Compensation Discussion and Analysis, the Compensation Committee Report or the Audit Committee Report, which are included in the Proxy Statement.

	<u>Headings in Proxy Statement</u>
ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE	"Tyler Management" and "Corporate Governance Principles and Board Matters"
ITEM 11. EXECUTIVE COMPENSATION.	"Executive Compensation"
ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.	"Security Ownership of Certain Beneficial Owners and Management"
ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.	"Executive Compensation" and "Certain Relationships and Related Transactions"
ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.	

The information required under this item may be found under the section captioned "Proposals For Consideration -- Proposal Two -- Ratification of Our Independent Auditors for Fiscal Year 2019" in our Proxy Statement when filed.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

The following documents are filed as part of this Annual Report:

- (a) (1) The financial statements are filed as part of this Annual Report.

	<u>Page</u>
<u>Reports of Independent Registered Public Accounting Firm</u>	E-1
<u>Consolidated Statements of Comprehensive Income for the years ended December 31, 2018, 2017 and 2016</u>	E-3
<u>Consolidated Balance Sheets as of December 31, 2018 and 2017</u>	E-4
<u>Consolidated Statements of Shareholders' Equity for the years ended December 31, 2018, 2017 and 2016</u>	E-6
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016</u>	E-5
<u>Notes to Consolidated Financial Statements</u>	E-7

- (2) Financial statement schedules:

There are no financial statement schedules filed as part of this Annual Report, since the required information is included in the financial statements, including the notes thereto, or the circumstances requiring inclusion of such schedules are not present.

- (3) Exhibits

Certain of the exhibits to this Annual Report are hereby incorporated by reference, as specified:

<u>Exhibit Number</u>	<u>Description</u>
3.1	Restated Certificate of Incorporation of Tyler Three, as amended through May 14, 1990, and Certificate of Designation of Series A Junior Participating Preferred Stock (filed as Exhibit 3.1 to our Form 10-Q for the quarter ended June 30, 1990, and incorporated by reference herein).
3.2	Certificate of Amendment to the Restated Certificate of Incorporation (filed as Exhibit 3.1 to our Form 8-K, dated February 19, 1998, and incorporated by reference herein).
3.3	<u>Amended and Restated By-Laws of Tyler Corporation, dated October 20, 2015 (filed as Exhibit 3.3 to our Form 10-Q for the quarter ended September 30, 2015, and incorporated by reference herein).</u>
3.4	<u>Certificate of Amendment dated May 19, 1999 to the Restated Certificate of Incorporation (filed as Exhibit 3.4 to our Form 10-K for the year ended December 31, 2000, and incorporated by reference herein).</u>
4.1	Specimen of Common Stock Certificate (filed as Exhibit 4.1 to our registration statement no. 33-33505 and incorporated by reference herein).
4.2	<u>Credit Agreement dated November 16, 2015, among Tyler Technologies, Inc. and Wells Fargo Bank, N.A. as Administrative Agent and other lenders party hereto (filed as Exhibit 10.1 to our Form 8-K dated November 16, 2015, and incorporated by reference herein).</u>
10.1	<u>Employee Stock Purchase Plan (filed as Exhibit 10.1 to our registration statement 333-182318 dated June 25, 2012 and incorporated by reference herein).</u>
10.2	<u>Employment and Non-Competition Agreement between Tyler Technologies, Inc. and John S. May Jr. effective February 26, 2018 (filed as Exhibit 10.1 to our Form 8-K dated March 9, 2018 and incorporated by reference herein).</u>

Exhibit Number	Description
10.3	<u>Employment and Non-Competition Agreement between Tyler Technologies, Inc. and Brian K. Miller effective February 26, 2018 (filed as Exhibit 10.3 to our Form 8-K dated March 9, 2018 and incorporated by reference herein).</u>
10.4	<u>Employment and Non-Competition Agreement between Tyler Technologies, Inc. and H. Lynn Moore, Jr effective February 26, 2018 (filed as Exhibit 10.2 to our Form 8-K dated March 9, 2018 and incorporated by reference herein).</u>
10.5	<u>Agreement and plan of merger by and among Tyler Technologies, Inc. and Destonera Acquisition, Inc., Secura, Inc (filed as Exhibit 10.4 to our Form 10-Q dated May 10, 2018 and incorporated by reference herein).</u>
10.6	<u>Tyler Technologies, Inc. 2018 Stock Option Plan effective as of May 9, 2018 (filed as Appendix A to the registrant's Proxy Statement filed with the Commission on March 28, 2018 and incorporated by reference herein).</u>
10.7	<u>Agreement and Plan of Merger by and among Tyler Technologies, Inc. TMP, Subsidiary, Inc. MP Holding Parent, Inc.</u>
*23	<u>Consent of Independent Registered Public Accounting Firm.</u>
*31.1	<u>Rule 13a-14(a) Certification by Principal Executive Officer.</u>
*31.2	<u>Rule 13a-14(a) Certification by Principal Financial Officer.</u>
*32	<u>Section 1350 Certification of Principal Executive Officer and Principal Financial Officer.</u>
*101	Instance Document
*101	Schema Document
*101	Calculation Linkbase Document
*101	Labels Linkbase Document
*101	Definition Linkbase Document
*101	Presentation Linkbase Document

* — Filed herewith.

A copy of each exhibit may be obtained at a price of 15 cents per page, with a \$10.00 minimum order, by writing Investor Relations, 5101 Tennyson Parkway, Plano, Texas, 75024.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TYLER TECHNOLOGIES, INC.

Date: February 20, 2019

By: /s/ H. Lynn Moore
H. Lynn Moore
President and Chief Executive Officer
(principal executive officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, the following persons on behalf of the registrant and in the capacities and on the dates indicated have signed this report below.

Date: February 20, 2019

By: /s/ John S. Marr
John S. Marr
Executive Chairman of the Board
Director

Date: February 20, 2019

By: /s/ H. Lynn Moore
H. Lynn Moore
President and Chief Executive Officer
(principal executive officer)

Date: February 20, 2019

By: /s/ Brian K. Miller
Brian K. Miller
Executive Vice President and Chief Financial Officer
(principal financial officer)

Date: February 20, 2019

By: /s/ W. Michael Smith
W. Michael Smith
Chief Accounting Officer
(principal accounting officer)

Date: February 20, 2019

By: /s/ Donald R. Brattain
Donald R. Brattain
Director

Date: February 20, 2019

By: /s/ Glenn A. Carter
Glenn A. Carter
Director

Date: February 20, 2019

By: /s/ Brenda A. Cline
Brenda A. Cline
Director

Date: February 20, 2019

By: /s/ J. Luther King
J. Luther King
Director

Date: February 20, 2019

By: /s/ Daniel M. Pope
Daniel M. Pope
Director

Date: February 20, 2019

By: /s/ Dustin R. Womble
Dustin R. Womble
Director

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Tyler Technologies, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Tyler Technologies, Inc. (the Company) as of December 31, 2018 and 2017, the related consolidated statements of comprehensive income, cash flows and shareholders' equity for each of the three years in the period ended December 31, 2018, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 20, 2019 expressed an unqualified opinion thereon.

As discussed in Note 1 to the consolidated financial statements, the Company changed its method of accounting for revenue in 2018 due to the adoption of Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606), and the related amendments.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 1966.

Dallas, Texas
February 20, 2019

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Tyler Technologies, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Tyler Technologies, Inc.'s internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Tyler Technologies, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), consolidated balance sheets of the Company as of December 31, 2018 and 2017, the related consolidated statements of comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes and our report dated February 20, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Dallas, Texas
February 20, 2019

Tyler Technologies, Inc.
 Consolidated Statements of Comprehensive Income
 For the years ended December 31
 (In thousands, except per share amounts)

	2018	2017	2016
		As Adjusted	As Adjusted
Revenues:			
Software licenses and royalties	\$ 93,441	\$ 86,242	\$ 83,733
Subscriptions	220,547	172,176	142,657
Software services	191,269	180,460	171,648
Maintenance	384,521	359,319	320,998
Appraisal services	21,846	25,023	26,287
Hardware and other	23,658	17,679	14,537
Total revenues	635,282	640,899	759,880
Cost of revenues:			
Software licenses and royalties	3,802	3,321	2,964
Acquired software	22,972	21,686	22,235
Software services, maintenance and subscriptions	438,923	387,634	348,939
Appraisal services	14,295	16,286	16,411
Hardware and other	15,708	12,595	10,143
Total cost of revenues	455,704	441,522	400,692
Gross profit	179,578	200,377	359,188
Selling, general and administrative expenses	207,605	175,914	165,176
Research and development expense	63,264	47,324	43,154
Amortization of customer and trade name intangibles	16,217	13,381	13,202
Operating income	152,492	162,758	137,656
Other income (expense), net	3,378	626	(1,998)
Income before income taxes	155,870	163,456	135,658
Income tax provision (benefit)	8,408	(6,113)	21,957
Net income	\$ 147,462	\$ 169,571	\$ 113,701
Earnings per common share:			
Basic	\$ 3.84	\$ 4.55	\$ 3.12
Diluted	\$ 3.68	\$ 4.32	\$ 2.92

See accompanying notes.

Tyler Technologies, Inc.
Consolidated Balance Sheets
(In thousands, except par value and share amounts)

	December 31, 2018	December 31, 2017
		As Adjusted
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 134,279	\$ 185,926
Accounts receivable (less allowance for losses of \$4,647 in 2018 and \$5,427 in 2017)	298,912	246,188
Short-term investments	44,306	43,159
Prepaid expenses	33,258	32,206
Income tax receivable	4,697	11,339
Other current assets	1,406	1,997
Total current assets	518,858	520,815
Accounts receivable, long-term	16,020	12,107
Property and equipment, net	155,177	152,315
Other assets:		
Goodwill	351,718	657,937
Other intangibles, net	276,852	229,617
Non-current investments and other assets	70,338	38,510
	\$ 1,790,963	\$ 1,611,351
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 6,910	\$ 8,174
Accrued liabilities	66,480	61,675
Deferred revenue	350,512	298,613
Total current liabilities	423,902	371,462
Revolving line of credit		
Deferred revenue, long-term	424	1,274
Deferred income taxes	41,791	46,879
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, \$10.00 par value; 1,000,000 shares authorized; none issued	—	—
Common stock, \$0.01 par value; 100,000,000 shares authorized; 43,147,969 shares issued in 2018 and 2017	481	481
Additional paid-in capital	731,435	626,867
Accumulated other comprehensive loss, net of tax	(46)	(46)
Retained earnings	771,925	624,463
Treasury stock, at cost; 2,873,505 and 10,262,182 shares in 2018 and 2017, respectively	(178,049)	(60,829)
Total shareholders' equity	1,324,846	1,191,736
	\$ 1,790,963	\$ 1,611,351

See accompanying notes.

Tyler Technologies, Inc.
Consolidated Statements of Cash Flows
For the years ended December 31
(In thousands)

	2018	2017	2016
		As Adjusted	As Adjusted
Cash flows from operating activities:			
Net income	\$ 147,462	\$ 169,571	\$ 113,701
Adjustments to reconcile net income to cash provided by operations:			
Depreciation and amortization	61,759	53,395	49,775
Share-based compensation expense	52,740	37,348	29,747
Provision for losses - accounts receivable	2,236	4,110	4,484
Deferred income tax benefit	(5,069)	(33,664)	(26,432)
Changes in operating assets and liabilities, exclusive of effects of acquired companies:			
Accounts receivable	(53,771)	(35,170)	(34,760)
Income tax receivable	6,642	(8,444)	18,185
Prepaid expenses and other current assets	(588)	(6,958)	246
Accounts payable	(2,416)	878	387
Accrued liabilities	(2,445)	6,050	10,717
Deferred revenue	43,605	8,839	25,811
Net cash provided by operating activities	250,203	195,755	191,859
Cash flows from investing activities:			
Cost of acquisitions, net of cash acquired	(178,093)	(11,344)	(9,394)
Purchase of marketable security investments	(115,625)	(59,779)	(20,316)
Proceeds from marketable security investments	81,205	28,786	16,837
Additions to property and equipment	(27,424)	(43,057)	(37,726)
Decrease (increase) in other	1,682	(1)	(121)
Net cash used by investing activities	(238,255)	(85,395)	(50,720)
Cash flows from financing activities:			
Decrease in net borrowings on revolving line of credit		(10,000)	(56,000)
Purchase of treasury shares	(146,553)	(7,474)	(111,838)
Contributions from employee stock purchase plan	8,051	7,044	6,236
Proceeds from exercise of stock options	74,907	49,845	23,527
Net cash (used) provided by financing activities	(63,595)	39,415	(138,075)
Net (decrease) increase in cash and cash equivalents	(51,647)	149,775	3,064
Cash and cash equivalents at beginning of period	185,926	36,151	33,087
Cash and cash equivalents at end of period	\$ 134,279	\$ 185,926	\$ 36,151

See accompanying notes.

Tyler Technologies, Inc.
Consolidated Statements of Shareholders' Equity
For the years ended December 31, 2018, 2017 and 2016
(In thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock		Total Shareholders' Equity
	Shares	Amount				Shares	Amount	
Balance at December 31, 2015 (As Adjusted)	48,148	\$ 481	\$ 607,755	\$ (46)	\$ 341,191	(11,374)	\$ (75,552)	\$ 874,029
Net income	—	—	—	—	113,701	—	—	113,701
Issuance of shares pursuant to stock compensation plan	—	—	(82,273)	—	—	827	105,800	23,327
Stock compensation	—	—	29,747	—	—	—	—	29,747
Issuance of shares pursuant to employee stock purchase plan	—	—	1,434	—	—	47	4,802	6,236
Treasury stock purchases	—	—	—	—	—	(882)	(112,699)	(112,699)
Balance at December 31, 2016 (As Adjusted)	48,148	481	556,663	(46)	454,892	(11,382)	(77,449)	934,541
Net income	—	—	—	—	169,571	—	—	169,571
Issuance of shares pursuant to stock compensation plan	—	—	28,174	—	—	1,113	21,671	49,945
Stock compensation	—	—	37,348	—	—	—	—	37,348
Issuance of shares pursuant to employee stock purchase plan	—	—	4,682	—	—	51	2,362	7,044
Treasury stock purchases	—	—	—	—	—	(44)	(6,613)	(6,613)
Balance at December 31, 2017 (As Adjusted)	48,148	481	626,867	(46)	624,463	(10,382)	(60,029)	1,191,736
Net income	—	—	—	—	147,462	—	—	147,462
Issuance of shares pursuant to stock compensation plan	—	—	44,458	—	—	1,126	30,449	75,907
Stock compensation	—	—	52,740	—	—	—	—	52,740
Issuance of shares pursuant to employee stock purchase plan	—	—	7,370	—	—	45	681	8,051
Treasury stock purchases	—	—	—	—	—	(781)	(150,050)	(150,050)
Balance at December 31, 2018	48,148	\$ 481	\$ 731,435	\$ (46)	\$ 771,925	(9,872)	\$ (178,349)	\$ 1,324,846

See accompanying notes.

Tyler Technologies, Inc.
Notes to Consolidated Financial Statements
(Tables in thousands, except per share data)

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DESCRIPTION OF BUSINESS

We provide integrated software systems and related services for the public sector, with a focus on local governments. We develop and market a broad line of software solutions and services to address the information technology ("IT") needs of cities, counties, schools and other local government entities. In addition, we provide professional IT services, including software and hardware installation, data conversion, training, and for certain customers, product modifications, along with continuing maintenance and support for customers using our systems. We also provide subscription-based services such as software as a service ("SaaS") arrangements, which primarily utilize the Tyler private cloud, and electronic document filing solutions ("e-filing"). In addition, we provide property appraisal outsourcing services for taxing jurisdictions.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include our parent company and two subsidiaries, which are wholly-owned. All significant intercompany balances and transactions have been eliminated in consolidation. Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions, and other events and circumstances from non-owner sources and includes all components of net income (loss) and other comprehensive income (loss). We had no items of other comprehensive income (loss) during the years ended December 31, 2018, 2017 and 2016.

CASH AND CASH EQUIVALENTS

Cash in excess of that necessary for operating requirements is invested in short-term, highly liquid, income-producing investments. Investments with original maturities of three months or less are classified as cash and cash equivalents, which primarily consist of cash on deposit with several banks and money market funds. Cash and cash equivalents are stated at cost, which approximates market value.

REVENUE RECOGNITION

Nature of Products and Services

We earn revenue from software licenses, royalties, subscription-based services, software services, post-contract customer support ("PCS" or "maintenance"), hardware, and appraisal services. Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, we satisfy a performance obligation

Most of our software arrangements with customers contain multiple performance obligations that range from software licenses, installation, training, and consulting to software modification and customization to meet specific customer needs (services), hosting, and PCS. For these contracts, we account for individual performance obligations separately when they are distinct. We evaluate whether separate performance obligations can be distinct or should be accounted for as one performance obligation. Arrangements that include software services, such as training or installation, are evaluated to determine whether those services are highly interdependent or interrelated to the product's functionality. The transaction price is allocated to the distinct performance obligations on a relative standalone selling price ("SSP") basis. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the applications sold, customer demographics, and the number and types of users within our contracts. Revenue is recognized net of allowances for sales adjustments and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Software Arrangements:

Software Licenses and Royalties

Many of our software arrangements involve "off-the-shelf" software. We recognize the revenue allocable to "off-the-shelf" software licenses and specified upgrades at a point in time when control of the software license transfers to the customer, unless the software is not considered distinct. We consider off-the-shelf software to be distinct when it can be added to an arrangement with minor changes in the underlying code, it can be used by the customer for the customer's purpose upon installation, and remaining services such as training are not considered highly interdependent or interrelated to the product's functionality.

For arrangements that involve significant production, modification or customization of the software, or where software services are otherwise not considered distinct, we recognize revenue over time by measuring progress-to-completion. We measure progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. These arrangements are often implemented over an extended period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent.

Software license fees are billed in accordance with the contract terms. Typically, a majority of the fee is due when access to the software license is made available to the customer and the remainder of the fee due over a passage of time stipulated by the contract. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

We recognize royalty revenue when the sale occurs under the terms of our third-party royalty arrangements. Currently, our third-party royalties are recognized on an estimated basis and are trueed up when we receive notice of amounts we are entitled to receive. We typically receive notice of royalty revenues we are entitled to and billed on a quarterly basis in the quarter immediately following the royalty reporting period.

Software Services

As noted above, some of our software arrangements include services considered highly interdependent or highly interrelated or require significant customization to meet the customer's desired functionality. For these software arrangements, both the software licenses and related software services revenue are not distinct and are recognized over time using the progress-to-completion method. We measure progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Contract fees are typically billed on a milestone basis as defined within contract terms. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met. When software services are distinct, the fee allocable to the service element is recognized over the time we perform the services and is billed on a time and material basis.

Post-Contract Customer Support

Our customers generally enter into PCS agreements when they purchase our software licenses. PCS includes telephone support, bug fixes, and rights to upgrades on a when-and-if available basis. PCS is considered distinct when purchased with our software licenses. Our PCS agreements are typically renewable annually. PCS is recognized over time on a straight-line basis over the period the PCS is provided. All significant costs and expenses associated with PCS are expensed as incurred.

Computer Hardware Equipment

Revenue allocable to computer hardware equipment is recognized at a point in time when control of the equipment is transferred to the customer.

Subscription-Based Services:

Subscription-based services consist of revenues derived from SaaS arrangements, which primarily utilize the Tyler private cloud, and electronic filing transactions. Revenue from subscription-based services is generally recognized over time on a ratable basis over the contract term, beginning on the date that our service is made available to the customer. Our subscription contracts are generally three to five years or longer in length, billed annually in advance, and non-cancelable.

For SaaS arrangements, we evaluate whether the customer has the contractual right to take possession of our software at any time during the hosting period without significant penalty and whether the customer can feasibly maintain the software on the customer's hardware or enter into another arrangement with a third-party to host the software. We allocate contract value to each performance obligation of the arrangement that qualifies for treatment as a distinct element based on estimated SSP. When it is determined that software is distinct, and the customer has the ability to take control of the software, we recognize revenue allocable to the software license fee when access to the software license is made available to the customer. We recognize hosting services ratably over the term of the arrangement, which range from one to ten years but are typically for a period of three to five years. For software services associated with certain SaaS arrangements, we have concluded that the services are not distinct, and we recognize the revenue ratably over the remaining contractual period once we have provided the customer access to the software. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

Electronic filing transaction fees primarily pertain to documents filed with the courts by attorneys and other third-parties via our e-filing services and retrieval of filed documents via our access services. For each document filed with a court, the filer generally pays a transaction fee and a court filing fee to us and we remit a portion of the transaction fee and the filing fee to the court. We record as revenue the transaction fee, while the portion of the transaction fee remitted to the courts is recorded as cost of sales as we are acting as a principal in the arrangement. Court filing fees collected on behalf of the courts and remitted to the courts are recorded on a net basis and thus do not affect the statement of comprehensive income. For e-filing transaction fees, we have the right to charge the customer an amount that directly corresponds with the value to the customer of our performance to date. Therefore, we recognize revenue for these services over time based on the amount billable to the customer in accordance with the 'as invoiced' practical expedient in ASC 606-10-55-18. In some cases, we are paid on a fixed fee basis and recognize the revenue ratably over the contractual period.

Costs of performing services under subscription-based arrangements are expensed as incurred, except for certain direct and incremental contract origination and set-up costs associated with SaaS arrangements. Such direct and incremental costs are capitalized and amortized ratably over the useful life.

Appraisal Services:

For our property appraisal projects, we recognize revenue using the progress-to-completion method since many of these projects are implemented over one to three-year periods and consist of various unique activities. Appraisal services require a significant level of integration and interdependency with various individual service components; therefore, the service components are not considered distinct. Appraisal services are recognized over time by measuring progress-to-completion primarily using labor hours incurred as it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. These arrangements are often implemented over an extended period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent. Contract fees are typically billed on a milestone basis as defined within contract terms. We record amounts that have been invoiced in accounts receivable and in deferred revenue or revenues, depending on whether the revenue recognition criteria have been met.

Significant Judgments:

Our contracts with customers often include multiple performance obligations to a customer. When a software arrangement (license or subscription) includes both software licenses and software services, judgment is required to determine whether the software license is considered distinct and accounted for separately, or not distinct and accounted for together with the software services and recognized over time.

The transaction price is allocated to the separate performance obligations on a relative SSP basis. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the applications sold, customer demographics, and the number and types of users within our contracts. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount to be allocated based on the relative SSP of the various products and services. In instances where SSP is not directly observable, such as when we do not sell the product or service separately, we determine SSP using the expected cost-plus margin approach.

For arrangements that involve significant production, modification or customization of the software, or where software services otherwise cannot be considered distinct, we recognize revenue as control is transferred to the customer over time using progress-to-completion methods. Depending on the contract, we measure progress-to-completion primarily using labor hours incurred, or value added. The progress-to-completion method generally results in the recognition of reasonably consistent profit margins over the life of a contract because we can provide reasonably dependable estimates of contract billings and contract costs. We use the level of profit margin that is most likely to occur on a contract. If the most likely profit margin cannot be precisely determined, the lowest probable level of profit margin in the range of estimates is used until the results can be estimated more precisely. These arrangements are often implemented over an extended time period and occasionally require us to revise total cost estimates. Amounts recognized in revenue are calculated using the progress-to-completion measurement after giving effect to any changes in our cost estimates. Changes to total estimated contract costs, if any, are recorded in the period they are determined. Estimated losses on uncompleted contracts are recorded in the period in which we first determine that a loss is apparent.

Typically, the structure of our arrangements does not give rise to variable consideration. However, in those instances whereby variable consideration exists, we include in our estimates additional revenue for variable consideration when we believe we have an enforceable right, the amount can be estimated reliably and its realization is probable.

Refer to Note 15 - Disaggregation of Revenue for further information, including the economic factors that affect the nature, amount, timing, and uncertainty of revenue and cash flows of our various revenue categories.

Contract Balances:

Accounts receivable and allowance for doubtful accounts

Timing of revenue recognition may differ from the timing of invoicing to customers. We record an unbilled receivable when revenue is recognized prior to invoicing, or deferred revenue when revenue is recognized subsequent to invoicing. For multi-year agreements, we generally invoice customers annually at the beginning of each annual coverage period. We record an unbilled receivable related to revenue recognized for on-premises licenses as we have an unconditional right to invoice and receive payment in the future related to those licenses.

We maintain allowances for doubtful accounts, which are provided at the time the revenue is recognized. Since most of our customers are domestic governmental entities, we rarely incur a loss resulting from the inability of a customer to make required payments. Events or changes in circumstances that indicate the carrying amount for the allowances for doubtful accounts may require revision include, but are not limited to, deterioration of a customer's financial condition, failure to manage our customer's expectations regarding the scope of the services to be delivered, and defects or errors in new versions or enhancements of our software products.

The following table summarizes the changes in the allowances for doubtful accounts and sales adjustments:

	Years Ended December 31,		
	2018	2017	2016
Balance at beginning of year	\$ 5,427	\$ 3,396	\$ 1,650
Provisions for losses - accounts receivable	2,286	4,110	4,484
Collection of accounts previously written off			
Deductions for accounts charged off or credits issued	(3,066)	(2,079)	(2,728)
Balance at end of year	\$ 4,647	\$ 5,427	\$ 3,396

The allowance for doubtful accounts reflects our best estimate of probable losses inherent in the accounts receivable balance. We determine the allowance based on known troubled accounts, historical experience, and other currently available evidence.

In connection with our appraisal services contracts and certain software services contracts, we may perform work prior to when the software and services are billable and/or payable pursuant to the contract. Unbilled revenue is not billable at the balance sheet date but is recoverable over the remaining life of the contract through billings made in accordance with contractual agreements. The termination clauses in most of our contracts provide for the payment for the value of products delivered or services performed in the event of early termination. We have historically recorded such unbilled receivables (costs and estimated profit in excess of billings) in connection with (1) property appraisal services contracts accounted for using progress-to-completion method of revenue recognition using labor hours as a measure of progress towards completion in which the services are performed in one accounting period but the billing normally occurs subsequently and may span another accounting period; (2) software services contracts accounted for using progress-to-completion method of revenue recognition using labor hours as a measure of progress towards completion in which the services are performed in one accounting period but the billing for the software element of the arrangement may be based upon the specific phase of the implementation; (3) software revenue for which we have recognized revenue at the point in time when the software is made available to the customer but the billing has not yet been submitted to the customer; (4) some of our contracts which provide for an amount to be withheld from a progress billing (generally between 5% and 20% retention) until final and satisfactory project completion is achieved; and (5) in a limited number of cases, extended payment terms, which may be granted to customers with whom we generally have a long-term relationship and favorable collection history.

The opening balance of current and long-term accounts receivable, net of allowance for doubtful accounts, was \$226.8 million (as adjusted) as of January 1, 2017.

As of December 31, 2018, and December 31, 2017, total current and long-term accounts receivable, net of allowance for doubtful accounts, was \$314.9 million and \$258.3 million (as adjusted), respectively. We have recorded unbilled receivables of \$104.2 million and \$64.6 million (as adjusted) at December 31, 2018, and December 31, 2017, respectively. Included in unbilled receivables are retention receivables of \$12.2 million and \$7.2 million at December 31, 2018, and December 31, 2017, respectively, which become payable upon the completion of the contract or completion of our fieldwork and formal hearings. Unbilled receivables expected to be collected within one year have been included with accounts receivable, current portion in the accompanying consolidated balance sheets. Unbilled receivables and retention receivables expected to be collected past one year have been included with accounts receivable, long-term portion in the accompanying consolidated balance sheets.

Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 30 to 60 days. In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined our contracts generally do not include a significant financing component. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our products and services, not to receive financing from our customers or to provide customers with financing. Examples include invoicing at the beginning of a subscription term with revenue recognized ratably over the contract period, and multi-year on-premises term licenses that are invoiced annually with revenue recognized upfront.

Deferred Revenue

The majority of deferred revenue consists of deferred maintenance revenue that has been billed based on contractual terms in the underlying arrangement, with the remaining balance consisting of payments received in advance of revenue being earned under software licensing, subscription-based services, software and appraisal services and hardware installation. Refer to Note 16 - Deferred Revenue and Performance Obligations for further information, including deferred revenue by segment and changes in deferred revenue during the period.

Deferred Commissions

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for initial contracts are deferred and then amortized on a straight-line basis over a period of benefit that we have determined to be three to seven years. We utilized the 'portfolio approach' practical expedient in ASC 606-10-10-4, which allows entities to apply the guidance to a portfolio of contracts with similar characteristics because the effects on the financial statements of this approach would not differ materially from applying the guidance to individual contracts. Using the 'portfolio approach', we determined the period of benefit by taking into consideration our customer contracts, our technology life-cycle and other factors. Sales commissions for renewal contracts are generally not paid in connection with the renewal of a contract. In the small number of instances where a commission is paid on a renewal, it is not commensurate with the commission paid on the initial sale and is recognized over the term of renewal, which is generally one year. Amortization expense related to deferred commissions is included in selling, general and administrative expenses in the accompanying consolidated statements of income. Refer to Note 17 - Deferred Commissions for further information.

Prepaid expenses and other current assets include direct and incremental costs such as commissions associated with arrangements for which revenue recognition has been deferred. Such costs are expensed at the time the related revenue is recognized.

USE OF ESTIMATES

The preparation of our financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include revenue recognition, determining the nature and timing of satisfaction of performance obligations, and determining the SSP of performance obligations, variable consideration, and other obligations such as returns and refunds; loss contingencies; the estimated useful life of deferred commissions; the carrying amount and estimated useful lives of intangible assets; determining share-based compensation expense; the valuation allowance for receivables; and determining the potential outcome of future tax consequences of events that have been recognized on our consolidated financial statements or tax returns. Actual results could differ from estimates.

PROPERTY AND EQUIPMENT, NET

Property, equipment and purchased software are recorded at original cost and increased by the cost of any significant improvements after purchase. We expense maintenance and repairs when incurred. Depreciation and amortization is calculated using the straight-line method over the shorter of the asset's estimated useful life or the term of the lease in the case of leasehold improvements. For income tax purposes, we use accelerated depreciation methods as allowed by tax laws.

RESEARCH AND DEVELOPMENT COSTS

We expensed research and development costs of \$63.3 million in 2018, \$47.3 million in 2017, and \$43.2 million in 2016.

INCOME TAXES

Income taxes are accounted for under the asset and liability method. Deferred taxes arise because of different treatment between financial statement accounting and tax accounting, known as "temporary differences." We record the tax effect of these temporary differences as "deferred tax assets" (generally items that can be used as a tax deduction or credit in the future periods) and "deferred tax liabilities" (generally items that we received a tax deduction for, which have not yet been recorded in the income statement). The deferred tax assets and liabilities are measured using enacted tax rules and laws that are expected to be in effect when the temporary differences are expected to be recovered or settled. A valuation allowance would be established to reduce deferred tax assets if it is more likely than not that a deferred tax asset will not be "realized." On December 22, 2017, the Tax Cuts and Jobs Act (the "Tax Act") was enacted into law. The Tax Act amends the Internal Revenue Code to reduce tax rates and modify policies, credits and deductions for individuals and businesses. For businesses, the Tax Act reduces the corporate U.S. federal tax rate from a maximum of 35% to a flat 21% rate and transitions from a worldwide tax system to a territorial tax system. Under ASC 740 Income Taxes, the effects of changes in tax rates and laws are recognized in the period in which the new legislation is enacted. See Note 7 - "Income Tax" for further discussion related to the Tax Act.

SHARE-BASED COMPENSATION

We have a share-based award plan that provides for the grant of stock options, restricted stock units, and performance share units to key employees, directors and non-employee consultants. Stock options generally vest after three to six years of continuous service from the date of grant and have a contractual term of 10 years. Restricted stock unit grants generally vest ratably over three to five years of continuous service from the date of grant. Each performance share unit represents the right to receive one share of our common stock based on our achievement of certain financial performance targets during applicable performance periods. We account for share-based compensation utilizing the fair value recognition pursuant to ASC 718, *Stock Compensation*. See Note 9 - "Share-Based Compensation" for further information.

GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired, including identifiable intangible assets, in connection with our business combinations. Upon acquisition, goodwill is assigned to the reporting unit that is expected to benefit from the synergies of the business combination, which is the reporting unit to which the related acquired technology is assigned. A reporting unit is the operating segment, or a business unit one level below that operating segment, for which discrete financial information is prepared and regularly reviewed by executive management.

We assess goodwill for impairment annually as of April 1st, or more frequently whenever events or changes in circumstances indicate its carrying value may not be recoverable. We begin with the qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying value before applying the quantitative assessment described below. If it is determined through the evaluation of events or circumstances that the carrying value may not be recoverable, we perform a comparison of the estimated fair value of the reporting unit to which the goodwill has been assigned to the sum of the carrying value of the assets and liabilities of that unit. If the sum of the carrying value of the assets and liabilities of a reporting unit exceeds the estimated fair value of that reporting unit, the carrying value of the reporting unit's goodwill is reduced to its fair value through an adjustment to the goodwill balance, resulting in an impairment charge. The fair values calculated in our impairment tests are determined using discounted cash flow models involving several assumptions. The assumptions that are used are based upon what we believe a hypothetical marketplace participant would use in estimating fair value. We evaluate the reasonableness of the fair value calculations of our reporting units by comparing the total of the fair value of all of our reporting units to our total market capitalization.

We did not record any goodwill impairment charges for the years ended December 31, 2018 and 2017. See Note 4 - Goodwill and Other Intangible Assets, for additional information.

Other Intangible Assets

We make judgments about the recoverability of purchased intangible assets other than goodwill whenever events or changes in circumstances indicate that an impairment may exist. Customer base and acquired software each comprise approximately half of our purchased intangible assets other than goodwill. We review our customer turnover each year for indications of impairment. Our customer turnover has historically been very low. If indications of impairment are determined to exist, we measure the recoverability of assets by a comparison of the carrying amount of the asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of the assets exceeds their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the assets exceeds the fair value of the assets. There have been no significant impairments of intangible assets in any of the periods presented.

IMPAIRMENT OF LONG-LIVED ASSETS

We periodically evaluate whether current facts or circumstances indicate that the carrying value of our property and equipment or other long-lived assets to be held and used may not be recoverable. If such circumstances are determined to exist, we measure the recoverability of assets to be held and used by a comparison of the carrying amount of the asset or appropriate grouping of assets and the estimated undiscounted future cash flows expected to be generated by the assets. If the carrying amount of the assets exceeds their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and would no longer be depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet. There have been no significant impairments of long-lived assets in any of the periods presented.

COSTS OF COMPUTER SOFTWARE

We capitalize software development costs upon the establishment of technological feasibility and prior to the availability of the product for general release to customers. Software development costs primarily consist of personnel costs and rent for related office space. We begin to amortize capitalized costs when a product is available for general release to customers. Amortization expense is determined on a product-by-product basis at a rate not less than straight-line basis over the product's remaining estimated economic life. We have not capitalized any internal software development costs in any of the periods presented.

FAIR VALUE OF FINANCIAL INSTRUMENTS

Cash and cash equivalents, accounts receivables, accounts payables, short-term obligations and certain other assets at cost approximate fair value because of the short maturity of these instruments. The fair value of our revolving line of credit would approximate book value as of December 31, 2018, because our interest rates reset approximately every 30 days or less. See Note 6 - "Revolving Line of Credit" for further discussion.

GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired, including identifiable intangible assets, in connection with our business combinations. Upon acquisition, goodwill is assigned to the reporting unit that is expected to benefit from the synergies of the business combination, which is the reporting unit to which the related acquired technology is assigned. A reporting unit is the operating segment, or a business unit one level below that operating segment, for which discrete financial information is prepared and regularly reviewed by executive management.

We assess goodwill for impairment annually as of April 1st, or more frequently whenever events or changes in circumstances indicate its carrying value may not be recoverable. We begin with the qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying value before applying the quantitative assessment described below. If it is determined through the evaluation of events or circumstances that the carrying value may not be recoverable, we perform a comparison of the estimated fair value of the reporting unit to which the goodwill has been assigned to the sum of the carrying value of the assets and liabilities of that unit. If the sum of the carrying value of the assets and liabilities of a reporting unit exceeds the estimated fair value of that reporting unit, the carrying value of the reporting unit's goodwill is reduced to its fair value through an adjustment to the goodwill balance, resulting in an impairment charge. The fair values calculated in our impairment tests are determined using discounted cash flow models involving several assumptions. The assumptions that are used are based upon what we believe a hypothetical marketplace participant would use in estimating fair value. We evaluate the reasonableness of the fair value calculations of our reporting units by comparing the total of the fair value of all of our reporting units to our total market capitalization.

We did not record any goodwill impairment charges for the years ended December 31, 2018 and 2017. See Note 4 - Goodwill and Other Intangible Assets, for additional information.

Other Intangible Assets

We make judgments about the recoverability of purchased intangible assets other than goodwill whenever events or changes in circumstances indicate that an impairment may exist. Customer base and acquired software each comprise approximately half of our purchased intangible assets other than goodwill. We review our customer turnover each year for indications of impairment. Our customer turnover has historically been very low. If indications of impairment are determined to exist, we measure the recoverability of assets by a comparison of the carrying amount of the asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of the assets exceeds their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the assets exceeds the fair value of the assets. There have been no significant impairments of intangible assets in any of the periods presented.

IMPAIRMENT OF LONG-LIVED ASSETS

We periodically evaluate whether current facts or circumstances indicate that the carrying value of our property and equipment or other long-lived assets to be held and used may not be recoverable. If such circumstances are determined to exist, we measure the recoverability of assets to be held and used by a comparison of the carrying amount of the asset or appropriate grouping of assets and the estimated undiscounted future cash flows expected to be generated by the assets. If the carrying amount of the assets exceeds their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and would no longer be depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet. There have been no significant impairments of long-lived assets in any of the periods presented.

COSTS OF COMPUTER SOFTWARE

We capitalize software development costs upon the establishment of technological feasibility and prior to the availability of the product for general release to customers. Software development costs primarily consist of personnel costs and rent for related office space. We begin to amortize capitalized costs when a product is available for general release to customers. Amortization expense is determined on a product-by-product basis at a rate not less than straight-line basis over the product's remaining estimated economic life. We have not capitalized any internal software development costs in any of the periods presented.

FAIR VALUE OF FINANCIAL INSTRUMENTS

Cash and cash equivalents, accounts receivables, accounts payables, short-term obligations and certain other assets at cost approximate fair value because of the short maturity of these instruments. The fair value of our revolving line of credit would approximate book value as of December 31, 2018, because our interest rates reset approximately every 30 days or less. See Note 6 - "Revolving Line of Credit" for further discussion.

As of December 31, 2018, we have \$97.7 million in investment grade corporate bonds, municipal bonds and asset-backed securities with maturity dates ranging from 2018 through 2022. We intend to hold these bonds to maturity and have classified them as such. We believe cost approximates fair value because of the relatively short duration of these investments. The fair values of these securities are considered Level II as they are based on inputs from quoted prices in markets that are not active or from other observable market data. These investments are included in short-term investments and non-current investments and other assets.

As of December 31, 2018, we have \$15.0 million invested in convertible preferred stock representing a 20% interest in Record Holdings Pty Limited, a privately held Australian company specializing in digitizing the spoken word in court and legal proceedings. The investment in convertible preferred stock is accounted under the cost method because we do not have the ability to exercise significant influence over the investee and the securities do not have readily determinable fair values. Our investment is carried at cost less any impairment write-downs. Annually, our cost method investments are assessed for impairment. We do not reassess the fair value of cost method investments if there are no identified events or changes in circumstances that may have a significant adverse effect on the fair value of the investments. There has been no impairment of our cost method investment for the periods presented. This investment is included in non-current investments and other assets in the accompanying consolidated balance sheets.

CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject us to significant concentrations of credit risk consist principally of cash and cash equivalents, accounts receivable from trade customers, and investments in marketable securities. Our cash and cash equivalents primarily consist of operating account balances and money market funds, which are maintained at several major domestic financial institutions and the balances often exceed insured amounts. As of December 31, 2018, we had cash and cash equivalents of \$134.3 million. We perform periodic evaluations of the credit standing of these financial institutions.

Concentrations of credit risk with respect to receivables are limited due to the size and geographical diversity of our customer base. Historically, our credit losses have not been significant. As a result, we do not believe we have any significant concentrations of credit risk as of December 31, 2018.

We maintain allowances for doubtful accounts, which are provided at the time the revenue is recognized. Since most of our customers are domestic governmental entities, we rarely incur a loss resulting from the inability of a customer to make required payments. Events or changes in circumstances that indicate the carrying amount for the allowances for doubtful accounts may require revision include, but are not limited to, deterioration of a customer's financial condition, failure to manage our customer's expectations regarding the scope of the services to be delivered, and defects or errors in new versions or enhancements of our software products.

INDEMNIFICATION

Most of our software license agreements indemnify our customers in the event that the software sold infringes upon the intellectual property rights of a third-party. These agreements typically provide that in such event we will either modify or replace the software so that it becomes non-infringing or procure for the customer the right to use the software. We have recorded no liability associated with these indemnifications, as we are not aware of any pending or threatened infringement actions that are possible losses. We believe the estimated fair value of these intellectual property indemnification clauses is minimal.

We have also agreed to indemnify our officers and board members if they are named or threatened to be named as a party to any proceeding by reason of the fact that they acted in such capacity. We maintain directors' and officers' liability insurance coverage to protect against any such losses. We have recorded no liability associated with these indemnifications. Because of our insurance coverage, we believe the estimated fair value of these indemnification agreements is minimal.

RECLASSIFICATIONS

Certain amounts for previous years have been reclassified to conform to the current year presentation.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

Revenue from Contracts with Customers. In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, *Revenue from Contracts with Customers*. ASU No. 2014-09 supersedes the revenue recognition requirements in Accounting Standards Codification ("ASC") Topic 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This model involves a five-step process that includes identifying the contract with the customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction price to the performance obligations in the contract and recognizing revenue when (or as) the entity satisfies the performance obligations. Topic 606 also includes Subtopic 340-40 *Other Assets and Deferred Costs - Contracts with Customers*, which requires the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to ASU No. 2014-09 and Subtopic 340-40 as the "new standard."

We adopted the requirements of the new standard as of January 1, 2018, utilizing the full retrospective method of transition. Adoption of the new standard resulted in changes to our accounting policies for revenue recognition, trade and other receivables, and deferred commissions as detailed below. We applied the new standard using a practical expedient where the consideration allocated to the remaining performance obligations or an explanation of when we expect to recognize that amount as revenue for all reporting periods presented before the date of the initial application is not disclosed.

The impact of adopting ASU No. 2014-09 on our total revenues for 2017 and 2016 was not material. The impact of adopting the new standard on our retained earnings and deferred commissions is material. The most significant impact of the new standard relates to our accounting for software license revenue. Specifically, under the new standard, software license fees under perpetual agreements are no longer subject to 100% discount allocations from other performance obligations in the contract. Discounts in arrangements are allocated across all performance obligations increasing license revenues and decreasing revenues allocated to other performance obligations. In addition, in most cases, net license fees (total license fees less any allocated discounts) are recognized at the point in time when control of the software license transfers to the customer versus our legacy policy of recognizing revenue upon delivery and only to the extent billable per the contractual terms. Under the new standard, time-based license fees are no longer recognized over the contractual period of the license and are instead recognized at the point in time when the control of the software license transfers to the customer. Revenues related to our PCS renewals, SaaS offerings and appraisal services remain substantially unchanged. Due to the complexity of certain contracts, the actual revenue recognition treatment required under the new standard is dependent on contract-specific terms and may vary in some instances from recognition at the time of billing.

Adoption of the new standard requires that incremental costs directly related to obtaining a contract (typically sales commissions) must be recognized as an asset and expensed on a systematic basis that is consistent with the transfer to the customer of the goods and services to which the asset relates, unless that life is less than one year. Prior to adoption of the new standard, we deferred sales commissions and recognized expense over the relevant initial contractual term, which was generally one to two years. Under the new standard, we amortize these costs over a period of benefit that we have determined to be three to seven years.

We adjusted our consolidated financial statements from amounts previously reported due to the adoption of the new standard. Select unaudited condensed consolidated statement of income line items, which reflect the adoption of the new standard, are as follows (in thousands, except per share data):

	December 31, 2017			December 31, 2016		
	As Reported	Adjustments	As Adjusted	As Reported	Adjustments	As Adjusted
Statement of Income:						
Software licenses and royalties	\$ 75,694	\$ 10,548	\$ 86,242	\$ 74,306	\$ 9,427	\$ 83,733
Subscriptions	173,510	(1,334)	172,176	142,704	(47)	142,657
Software services	187,149	(6,689)	180,460	174,804	(3,156)	171,648
Maintenance	361,569	(2,250)	359,319	322,960	(1,971)	320,989
Appraisal services	25,023	—	25,023	26,287	—	26,287
Hardware and other	17,717	(38)	17,679	14,973	(416)	14,557
Total revenues	840,662	237	840,899	756,043	3,837	759,880
Selling, general and administrative expenses	176,974	(1,060)	175,914	167,161	(1,988)	165,173
Amortization of customer and trade name intangibles	13,912	(531)	13,381	13,731	(529)	13,202
Operating income	160,930	1,828	162,758	131,305	6,351	137,656
Income tax (benefit) provision	(2,317)	(3,798)	(6,115)	19,450	2,507	21,957
Net income	\$ 163,545	\$ 5,636	\$ 169,181	\$ 109,857	\$ 3,844	\$ 113,701
Earnings per common share:						
Basic	\$ 4.40		\$ 4.55	\$ 3.01		\$ 3.12
Diluted	\$ 4.18		\$ 4.33	\$ 2.87		\$ 2.92

Select condensed consolidated balance sheet line items, which reflect the adoption of the new standard, are as follows (in thousands):

	December 31, 2017		
	As Reported	Adjustments	As Adjusted
Balance Sheet:			
Accounts receivable	\$ 227,127	\$ 19,061	\$ 246,188
Prepaid expenses	27,232	4,954	32,206
Accounts receivable, long-term	7,536	4,571	12,107
Other intangibles, net	236,444	(6,827)	229,617
Total assets	1,589,592	21,759	1,611,351
Deferred revenue	305,461	(10,848)	298,613
Deferred income taxes	38,914	7,965	46,879
Retained earnings	595,821	24,642	624,463
Total liabilities and shareholders' equity	\$ 1,589,592	\$ 21,759	\$ 1,611,351

Our adoption of ASU No. 2014-09 had no impact on our net cash provided by or used in operating, investing or financing activities for any of the periods reported.

Recent tax legislation. On December 22, 2017, the Tax Cuts and Jobs Act ("Tax Act") was enacted into law. The Tax Act amends the Internal Revenue Code to reduce tax rates and modify policies, credits and deductions for businesses and individuals. For businesses, the Tax Act reduces the U.S. corporate federal income tax rate from a maximum of 35% to a flat 21% rate and transitions from a worldwide tax system to a territorial tax system. The Tax Act also adds many new provisions including changes to bonus depreciation, the deduction for executive compensation and a tax on global intangible low-taxed income (GILTI). The most significant impact of the Tax Act to us is the reduction in the U.S. federal corporate income tax rate. Refer to Note 7 - Income Tax Provision for further information.

NEW ACCOUNTING PRONOUNCEMENTS

Recent Accounting Guidance not yet Adopted

Leases. On February 25, 2016, the FASB issued its new lease accounting guidance in ASU No. 2016-02, *Leases* ("Topic 842"). Under the new guidance, lessees will be required to recognize the following for all leases (with the exception of short-term leases) at the commencement date:

- A lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and
- A right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term.

Topic 842 is effective for fiscal years beginning after December 15, 2018, including interim periods therein. Early application is permitted for all business entities upon issuance. Upon adoption, entities will be required to use a modified retrospective approach with an option to use certain practical expedients. We expect to adopt ASU 2016-02 when effective, using the transition method that allows us to initially apply the guidance at the adoption date of January 1, 2019 and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We expect to use the package of practical expedients that allows us to not reassess: (1) lease classification for any expired or existing leases and (2) initial direct costs for any expired or existing leases. We expect ASU 2016-02 will impact our consolidated financial statements and related disclosures. We are currently evaluating the extent of the impact and expect that most of our lease commitments will be subject to the updated guidance and recognized as lease liabilities and right-of-use assets on our consolidated balance sheets upon adoption. Based on our current portfolio of leases, we estimate a range of \$15.5 million to \$17.8 million of lease assets and liabilities to be recognized on our balance sheet, primarily relating to office facilities.

(2) ACQUISITIONS

2018

On December 7, 2018, we acquired certain assets and intellectual property of SceneDoc, Inc. ("SceneDoc"), a company that provides mobile-first, SaaS field reporting for law enforcement agencies. The total purchase price was approximately \$6.2 million, of which \$5.4 million was paid in cash and approximately \$759,000 accrued for a working capital holdback, subject to certain post-closing adjustments.

On October 1, 2018, we acquired all of the equity interests of TradeMaster, Inc. dba MobileEyes ("MobileEyes"), a company that develops SaaS software to improve public safety by supporting fire prevention and suppression, emergency response, and structural safety. The total purchase price was approximately \$5.3 million in cash.

On August 31, 2018, we acquired all of the assets of CaseloadPRO, L. P., a company that provides a fully featured SaaS probation case management system. The purchase price of \$9.3 million was paid in cash.

On April 30, 2018, we acquired all of the capital stock of Socrata, Inc. ("Socrata"), a company that provides open data and data-as-a-service solutions including cloud-based data integration, visualization, analysis, and reporting solutions for state and local government agencies. The purchase price, net of cash acquired of \$1.7 million, was \$147.6 million paid in cash.

We have performed a valuation analysis of the fair market value of Socrata's assets and liabilities. The following table summarizes the allocation of the purchase price as of the acquisition date:

In thousands		
Cash	\$	1,724
Accounts receivable		3,616
Other current assets		2,057
Other noncurrent assets		68
Deferred tax assets, net		20
Identifiable intangible assets		75,000
Goodwill		75,657
Accounts payable		(1,254)
Accrued expenses		(1,604)
Deferred revenues		(5,915)
Total consideration	\$	149,369

In connection with this transaction, we acquired total tangible assets of \$7.5 million and assumed liabilities of approximately \$8.8 million. We recorded goodwill of \$75.7 million, none of which is expected to be deductible for tax purposes, and other identifiable intangible assets of approximately \$75.0 million. The \$75.0 million of intangible assets are attributable to customer relationships, acquired software, and trade name and will be amortized over a weighted average period of approximately 14 years. We recorded deferred tax assets, net of approximately \$20,000 related to estimated fair value allocations. Socrata's solutions are a direct complement to our current offerings and will provide a new and important additional revenue stream. By offering Socrata within virtually every Tyler product suite, our clients will have the opportunity to make their existing data discoverable, usable and actionable, but more importantly, potentially include data from other agencies and jurisdictions to make analysis even more powerful and meaningful. Therefore, the goodwill of \$75.7 million arising from this acquisition is primarily attributed to our ability to integrate Socrata's solutions with our existing portfolio and to generate increased revenues, earnings and cash flow by leveraging our sales resources and client base. Our final valuation of the fair market value of Socrata's assets and liabilities resulted in adjustments to the preliminary opening balance sheet. These adjustments related to a reduction in deferred income taxes and accrued expenses resulting in a net decrease to goodwill of approximately \$3.3 million. We also incurred fees of approximately \$578,000 for financial advisory, legal, accounting, due diligence, valuation and other various services necessary to complete the acquisition. These fees were expensed in 2018 and are included in selling, general and administrative expenses.

The following unaudited pro forma information of the consolidated results of operations have been prepared as if the Socrata acquisition had occurred at January 1, 2017, after giving effect to certain adjustments, including amortization of intangibles, interest, transaction costs and tax effects.

	Twelve Months Ended December 31,	
	2018	2017
Revenues	\$ 943,723	\$ 865,944
Net income	139,315	150,515
Basic earnings per share	3.62	4.04
Diluted earnings per share	\$ 3.47	\$ 3.84

Pro forma information above does not include acquisitions that are not considered material to our results of operations. The pro forma information does not purport to represent what our results of operations actually would have been had such transaction or event occurred on the dates specified, or to project our results of operations for any future period.

On April 30, 2018, we acquired all of the equity interests of Sage Data Security, LLC ("Sage"), a cybersecurity company offering a suite of services that supports an entire cybersecurity lifecycle, including program development, education and training, technical testing, advisory services, and digital forensics. The total purchase price was \$11.6 million paid in cash. Tyler has performed a valuation analysis of the fair market value of Sage's assets and liabilities. As a result, we acquired total tangible assets of approximately \$1.8 million and assumed liabilities of approximately \$730,000. We have recorded total goodwill of approximately \$3.5 million, all of which is expected to be deductible for tax purposes, and other intangible assets of approximately \$7.0 million. The \$7.0 million of intangible assets is attributable to customer relationships, acquired software and trade name and will be amortized over a weighted average period of approximately 14 years.

As of December 31, 2018, the purchase price allocations for Sage, Socrata, CaseloadPro, and MobileEyes are complete. As of December 31, 2018, the purchase price allocation for SceneDoc is not yet complete, therefore the preliminary valuation estimates of fair value assumed at the acquisition date for intangible assets, receivables and deferred revenue and related deferred taxes are subject to change as valuations are finalized.

The operating results of all 2018 acquisitions are included with the operating results of the Enterprise Software segment since their date of acquisition. Revenues from Socrata included in Tyler's results of operations totaled approximately \$13.9 million and the net loss was \$11.5 million for the twelve months ended December 31, 2018. The impact of the Sage, CaseloadPRO, MobileEyes and SceneDoc acquisitions, individually and in the aggregate, on our operating results, assets and liabilities is not material.

Our balance sheet as of December 31, 2018, reflects the allocation of the purchase price to the assets acquired based on their fair value at the date of each acquisition. The fair value of the assets and liabilities acquired are based on valuations using Level III, unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

2017

On November 29, 2017, we acquired audio and digital two-way radio communications technology and related assets from Radio 10-33, LLC. The total purchase price was \$1.4 million, all of which was paid in cash.

On August 2, 2017, we acquired substantially all of the assets and assumed certain liabilities of Digital Health Department, Inc. ("DHD"), a company that provides environmental health software, offering a SaaS solution for public health compliance and inspections processes. The total purchase price, net of debt assumed, was \$3.9 million, all of which was paid in cash.

On May 30, 2017, we acquired all of the capital stock of Modria.com, Inc., a company that specializes in online dispute resolution for government and commercial entities. The total purchase price, net of debt assumed, was \$7.0 million, of which \$6.1 million was paid in cash and \$900,000 was accrued as of December 31, 2017.

The operating results of these acquisition are included in our results of operations of the Enterprise Software segment from their respective dates of acquisition. The impact of these acquisitions, individually and in the aggregate, on our operating results, assets and liabilities is not material.

2016

On May 31, 2016, we acquired all of the capital stock of ExecuTime Software, LLC, a leading provider of time, attendance, and advanced scheduling software solutions. The total purchase price, net of debt assumed, was \$7.4 million. The fair value of the assets and liabilities acquired are based on valuations using Level III, unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. The operating results of this acquisition are included in our results of operations of the Enterprise Software segment from the date of the acquisition. The impact of this acquisition on our operating results is not material.

(3) PROPERTY AND EQUIPMENT, NET

Property and equipment, net consists of the following at December 31:

	Useful Lives (years)	2018	2017
Land	—	\$ 9,958	\$ 9,958
Building and leasehold improvements	5-39	122,241	116,214
Computer equipment and purchased software	3-8	84,649	72,531
Furniture and fixtures	5	27,238	24,834
Transportation equipment	3	438	476
		244,524	224,013
Accumulated depreciation and amortization		(89,347)	(71,698)
Property and equipment, net		\$ 155,177	\$ 152,315

Depreciation expense was \$21.2 million in 2018, \$17.3 million in 2017, and \$13.4 million in 2016.

In 2018, we paid \$2.2 million for the expansion of existing buildings.

In 2017, we purchased an office building in Latham, New York for approximately \$2.9 million and paid \$2.1 million for improvements to that building. We also paid \$19.4 million for construction to expand our office building in Yarmouth, Maine.

We own office buildings in Bangor, Falmouth and Yarmouth, Maine; Lubbock and Plano, Texas; Troy, Michigan; Latham, New York; and Moraine, Ohio. We lease space in some of these buildings to third-party tenants. These leases expire between 2019 and 2025 and are expected to provide rental income of approximately \$1.3 million in 2019, \$1.3 million in 2020, \$1.3 million in 2021, \$1.4 million in 2022, \$1.4 million in 2023, and \$2.4 million thereafter. Rental income from third-party tenants was \$1.2 million in 2018, \$1.5 million in 2017, and \$1.7 million in 2016.

(4) GOODWILL AND OTHER INTANGIBLE ASSETS

Other intangible assets and related accumulated amortization consists of the following at December 31:

	2018	2017
		As Adjusted
Gross carrying amount of acquisition intangibles:		
Customer related intangibles	\$ 238,219	\$ 179,789
Acquired software	202,416	179,466
Trademarks	16,908	11,435
Leases acquired	3,694	3,694
	461,234	374,384
Accumulated amortization	(184,382)	(144,767)
Total intangibles, net	\$ 276,852	\$ 229,617

Total amortization expense for intangibles was \$39.6 million in 2018, \$35.5 million (as adjusted) in 2017, and \$35.9 million (as adjusted) during 2016.

The allocation of acquisition intangible assets is summarized in the following table:

	December 31, 2018			December 31, 2017		
	Gross Carrying Amount	Weighted Average Amortization Period	Accumulated Amortization	Gross Carrying Amount	Weighted Average Amortization Period	Accumulated Amortization
Non-amortizable intangibles:						
Goodwill	\$ 753,718		\$ 657,987	\$ 657,987		\$ 657,987
Amortizable intangibles:						
Customer related intangibles	238,219	15 years	78,120	179,789	15 years	63,274
Acquired software	202,416	7 years	99,772	179,466	7 years	76,800
Trade names	16,905	11 years	5,139	11,435	11 years	3,768
Leases acquired	3,694	10 years	1,351	3,694	10 years	925

The changes in the carrying amount of goodwill for the two years ended December 31, 2018 are as follows:

	Enterprise Software	Appraisal and Tax	Total
Balance as of 12/31/2016	\$ 643,680	\$ 6,557	\$ 650,237
Goodwill acquired with acquisitions	7,750	—	7,750
Balance as of 12/31/2017	651,430	6,557	657,987
Goodwill acquired related to the purchase of Socrata	75,657	—	75,657
Goodwill acquired related to other acquisitions	20,074	—	20,074
Balance as of 12/31/2018	\$ 747,161	\$ 6,557	\$ 753,718

Estimated annual amortization expense related to acquired leases will be recorded as a reduction to hardware and other revenue and is expected to be \$372,000 in 2019, \$313,000 in 2020, \$312,000 in 2021, \$312,000 in 2022, \$312,000 in 2023 and \$723,000 thereafter. Estimated annual amortization expense related to acquisition intangibles, including acquired software, for which the amortization expense is recorded as cost of revenues, is as follows:

2019	\$ 40,222
2020	38,820
2021	38,463
2022	34,987
2023	16,990
Thereafter	105,028

(5) ACCRUED LIABILITIES

Accrued liabilities consist of the following at December 31:

	2018	2017
Accrued wages, bonuses and commissions	\$ 40,100	\$ 43,688
Other accrued liabilities	26,380	20,987
	\$ 66,480	\$ 64,675

(6) REVOLVING LINE OF CREDIT

On November 16, 2015, we entered into a \$300.0 million Credit Agreement (the "Credit Facility") with the various lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent. The Credit Facility provides for a revolving credit line of up to \$300.0 million, including a \$10.0 million sublimit for letters of credit. The Credit Facility matures on November 16, 2020. Borrowings under the Credit Facility may be used for general corporate purposes, including working capital requirements, acquisitions and share repurchases.

Borrowings under the Credit Facility bear interest at a rate of either (1) Wells Fargo Bank's prime rate (subject to certain higher rate determinations) plus a margin of 0.25% to 1.00% or (2) the 30, 60, 90 or 180-day LIBOR rate plus a margin of 1.25% to 2.00%. As of December 31, 2018, our interest rate was 5.75% under the prime rate option or approximately 3.77% under the 30-day LIBOR option. The Credit Facility is secured by substantially all our assets. The Credit Facility requires us to maintain certain financial ratios and other financial conditions and prohibits us from making certain investments, advances, cash dividends or loans, and limits incurrence of additional indebtedness and liens. As of December 31, 2018, we were in compliance with those covenants.

As of December 31, 2018, we had no outstanding borrowings and had unused borrowing capacity of \$300.0 million under the Credit Facility. In addition, as of December 31, 2018, we had no outstanding letter of credit.

We paid interest of \$770,000 in 2018, \$804,000 in 2017, and \$1.9 million in 2016.

(7) INCOME TAX

The Income tax provision (benefit) on income from operations consists of the following:

	Years Ended December 31,		
	2018	2017	2016
		As Adjusted	As Adjusted
Current:			
Federal	\$ 9,110	\$ 22,883	\$ 41,366
State	4,367	4,666	7,023
	13,477	27,549	48,389
Deferred	(5,069)	(33,664)	(26,432)
	\$ 8,408	\$ (6,115)	\$ 21,957

Reconciliation of the U.S. statutory income tax rate to our effective income tax expense rate for operations follows:

	Years Ended December 31,		
	2018	2017	2016
		As Adjusted	As Adjusted
Federal income tax expense at statutory rate	\$ 32,733	\$ 57,209	\$ 47,480
State income tax net of federal income tax benefit	7,053	4,754	5,091
Domestic production activities deduction	—	(2,617)	(3,947)
Excess tax benefits related to stock option exercises	(32,487)	(40,824)	(29,582)
Tax Act adjustments	(1,750)	(25,992)	—
Tax credits	(3,718)	(3,578)	—
Non-deductible business expenses	5,655	4,573	2,979
Other, net	19	160	(64)
	\$ 8,408	\$ (6,115)	\$ 21,957

On December 22, 2017, the Tax Act was enacted into law. The Tax Act amends the Internal Revenue Code to reduce tax rates and modify policies, credits and deductions for individuals and businesses. For businesses, the Tax Act reduces the U.S. corporate federal tax rate from a maximum of 35% to a flat 21% rate and transitions from a worldwide tax system to a territorial tax system. The Tax Act also adds many new provisions including changes to bonus depreciation, the deduction for executive compensation and a tax on global intangible low-taxed income (GILTI). The most significant impact of the Tax Act to us is the reduction in the U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision was a \$26.0 million (as adjusted) tax benefit due to the remeasurement of deferred tax assets and liabilities. We recorded an additional \$1.8 million tax benefit in 2018 after our 2017 tax returns were finalized. The accounting for the income tax effects of the Tax Act was completed during the fourth quarter of 2018. Overall, the changes due to the Tax Act will favorably affect income tax expense and future U.S. earnings.

The tax effects of the major items recorded as deferred tax assets and liabilities as of December 31 are:

	2018	2017
	As Adjusted	
Deferred income tax assets:		
Operating expenses not currently deductible	\$ 8,989	\$ 9,714
Stock option and other employee benefit plans	19,496	15,932
Loss and credit carryforwards	17,009	—
Total deferred income tax assets	46,484	25,646
Valuation allowances	(1,049)	—
Total deferred income tax assets, net of valuation allowance	45,435	25,646
Deferred income tax liabilities:		
Intangible assets	(70,752)	(60,189)
Property and equipment	(8,455)	(5,699)
Prepaid expenses	(4,079)	(190)
Deferred revenue	(3,940)	(6,447)
Total deferred income tax liabilities	(87,226)	(72,525)
Net deferred income tax liabilities	\$ (41,791)	\$ (46,879)

The above 2017 balances reflect an \$8.0 million deferred tax liability related to the recognition of revenue as part of the adoption of ASU No. 2014-09.

During 2018, we acquired federal and state net operating loss and tax credit carryforwards totaling \$18.0 million in connection with the acquisition of Socrata. The federal and state net operating loss and tax credit carryforwards will expire in various years beginning in 2027, if not utilized. The acquired net operating loss and tax credit carryforwards are subject to an annual limitation but are expected to be realized with the exception of certain state net operating loss carryforwards. The valuation allowance disclosed in the table above relates to state net operating losses not likely to be realized. We believe it is more likely than not that all other deferred tax assets will be realized. However, the amount of the deferred tax asset considered realizable could be adjusted in the future if estimates of reversing taxable temporary differences are revised.

In connection with the acquisition of Socrata in 2018, we recorded a \$1.9 million liability for an uncertain tax position associated with acquired tax credit carryforwards. The unrecognized tax benefits are included in deferred income taxes in our consolidated balance sheets and are reflected in the opening balance sheet of Socrata. The entire amount, if recognized, would affect the effective tax rate.

The aggregate changes in the balance of unrecognized tax benefits were as follows:

	2018
Balance at beginning of year	\$ —
Increases for tax positions related to prior years	1,929
Balance at end of year	\$ 1,929

Based on the information currently available, we do not anticipate a significant increase or decrease to our tax contingencies for these issues for the next 12 months.

We are subject to U.S. federal tax, as well as income tax of multiple state, local and foreign jurisdictions. We are routinely subject to income tax examinations by these taxing jurisdictions, but we do not have a history of, nor do we expect any material adjustments as a result of these examinations. During 2017, the Internal Revenue Service issued a "no change" letter upon completion of their examination of our 2012 tax year. With few exceptions, major U.S. federal, state, local and foreign jurisdictions are no longer subject to examination for years before 2014. As of February 20, 2019, no significant adjustments have been proposed by any taxing jurisdiction.

We paid income taxes, net of refunds received, of \$6.8 million in 2018, \$36.0 million in 2017, and \$30.2 million in 2016.

(8) SHAREHOLDERS' EQUITY

The following table details activity in our common stock:

	Years Ended December 31,					
	2018		2017		2016	
	Shares	Amount	Shares	Amount	Shares	Amount
Stock option exercises	1,126	\$ 74,907	1,113	\$ 49,845	827	\$ 23,527
Purchases of common stock	(781)	(150,050)	(44)	(6,613)	(882)	(112,699)
Employee stock plan purchases	45	8,051	51	7,044	47	6,236

As of February 20, 2019, we had authorization from our board of directors to repurchase up to 2.7 million additional shares of our common stock.

(9) SHARE-BASED COMPENSATION

Share-Based Compensation Plan

In May 2018, stockholders approved the Tyler Technologies, Inc. 2018 Stock Incentive Plan ("the 2018 Plan") which amended and restated the existing Tyler Technologies, Inc. 2010 Stock Option Plan ("the 2010 Plan"). Upon stockholder approval of the 2018 Plan, the remaining shares available for grant under the 2010 Plan were added to the shares authorized for grant under the 2018 Plan. Additionally, any awards previously granted under the 2010 Plan that expire unexercised or are forfeited are added to the shares authorized for grant under the 2018 Plan.

During fiscal year 2018, we granted stock awards under the 2018 Plan in the form of stock options, restricted stock units and performance share units. Stock options generally vest after three to six years of continuous service from the date of grant and have a contractual term of 10 years. Once options become exercisable, the employee can purchase shares of our common stock at the market price on the date we granted the option. Restricted stock unit grants generally vest ratably over three to five years of continuous service from the date of grant. Each performance share unit represents the right to receive one share of our common stock based on our achievement of certain financial performance targets during applicable performance periods. We account for share-based compensation utilizing the fair value recognition pursuant to ASC 718, *Stock Compensation*.

As of December 31, 2018, there were 3.8 million shares available for future grants under the plan from the 22.9 million shares previously approved by the shareholders.

Determining Fair Value of Stock Compensation

Valuation and Amortization Method. We estimate the fair value of stock option awards granted using the Black-Scholes option valuation model. For restricted stock unit and performance stock unit awards, we amortize the fair value of all awards on a straight-line basis over the requisite service periods, which are generally the vesting periods.

Expected Life. The expected life of awards granted represents the period of time that they are expected to be outstanding. The expected life represents the weighted-average period the stock options are expected to be outstanding based primarily on the options' vesting terms, remaining contractual life and the employees' expected exercise based on historical patterns.

Expected Volatility. Using the Black-Scholes option valuation model, we estimate the volatility of our common stock at the date of grant based on the historical volatility of our common stock.

Risk-Free Interest Rate. We base the risk-free interest rate used in the Black-Scholes option valuation model on the implied yield currently available on U.S. Treasury zero-coupon issues with an equivalent remaining term equal to the expected life of the award.

Expected Dividend Yield. We have not paid any cash dividends on our common stock in more than ten years and we do not anticipate paying any cash dividends in the foreseeable future. Consequently, we use an expected dividend yield of zero in the Black-Scholes option valuation model.

Expected Forfeitures. We use historical data to estimate pre-vesting option forfeitures. We record share-based compensation only for those awards that are expected to vest.

The following weighted average assumptions were used for options granted:

	Years Ended December 31,		
	2018	2017	2016
Expected life (in years)	6.0	6.0	6.0
Expected volatility	26.7%	28.1%	29.3%
Risk-free interest rate	2.7%	2.0%	1.8%
Expected forfeiture rate	—%	—%	—%

Share-Based Award Activity

The following table summarizes restricted stock unit and performance stock unit activity during fiscal year 2018 (shares in thousands):

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Unvested at January 1, 2018	—	\$ —
Granted	336	\$ 221.29
Vested	—	\$ —
Forfeited	(2)	\$ 229.75
Unvested at December 31, 2018	334	\$ 221.25

Options granted, exercised, forfeited and expired are summarized as follows:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Outstanding at December 31, 2015	5,184	\$ 64.43		
Granted	846	147.25		
Exercised	(827)	28.43		
Forfeited	(27)	95.33		
Outstanding at December 31, 2016	5,186	83.64		
Granted	824	176.26		
Exercised	(1,113)	44.80		
Forfeited	(50)	134.83		
Outstanding at December 31, 2017	4,817	107.91		
Granted	432	208.21		
Exercised	(1,126)	66.53		
Forfeited	(31)	158.80		
Outstanding at December 31, 2018	4,092	129.51	7	\$ 240,069
Exercisable at December 31, 2018	2,357	100.41	6	\$ 201,349

We had unvested options to purchase 1.7 million shares with a weighted average grant date exercise price of \$169.24 as of December 31, 2018, and unvested options to purchase 2.4 million shares with a weighted average grant date exercise price of \$136.51 as of December 31, 2017.

Other information pertaining to option activity was as follows during the twelve months ended December 31:

	2018	2017	2016
Weighted average grant-date fair value of stock options granted	\$ 66.52	\$ 55.56	\$ 46.89
Total intrinsic value of stock options exercised	176,716	137,699	103,703

Share-Based Compensation Expense

The following table summarizes share-based compensation expense related to share-based awards which is recorded in the statements of comprehensive income:

	Years Ended December 31,		
	2018	2017	2016
Cost of software services, maintenance and subscriptions	\$ 13,538	\$ 9,415	\$ 6,548
Selling, general and administrative expenses	39,152	27,933	23,199
Total share-based compensation expenses	52,740	37,348	29,747
Tax benefit	(32,487)	(40,624)	(30,059)
Net decrease (increase) in net income	\$ 20,253	\$ (3,276)	\$ (3,312)

As of December 31, 2018, we had \$137.6 million of total unrecognized compensation cost related to unvested options and restricted stock units, net of expected forfeitures, which is expected to be amortized over a weighted average amortization period of 3 years.

Employee Stock Purchase Plan

Under our Employee Stock Purchase Plan ("ESPP") participants may contribute up to 15% of their annual compensation to purchase common shares of Tyler. The purchase price of the shares is equal to 85% of the closing price of Tyler shares on the last day of each quarterly offering period. As of December 31, 2018, there were 749,000 shares available for future grants under the ESPP from the 2.0 million shares previously approved by the stockholders.

(10) EARNINGS PER SHARE

Basic earnings and diluted earnings per share data were computed as follows:

	Years Ended December 31,		
	2018	2017	2016
Numerator for basic and diluted earnings per share:		As Adjusted	As adjusted
Net income	\$ 147,462	\$ 169,571	\$ 113,701
Denominator:			
Weighted-average basic common shares outstanding	38,445	37,273	36,448
Assumed conversion of dilutive securities:			
Stock options	1,678	1,973	2,513
Denominator for diluted earnings per share - Adjusted weighted-average shares	40,123	39,246	38,961
Earnings per common share:			
Basic	\$ 3.84	\$ 4.55	\$ 3.12
Diluted	\$ 3.68	\$ 4.33	\$ 2.92

Share-based awards representing the right to purchase common stock of 888,000 shares in 2018, 1,343,000 shares in 2017, and 786,000 shares in 2016 were not included in the computation of diluted earnings per share because their inclusion would have had an anti-dilutive effect.

(11) LEASES

We lease office facilities for use in our operations, as well as transportation and other equipment. Most of our leases are non-cancelable operating lease agreements and they expire at various dates through 2026. In addition to rent, the leases generally require us to pay taxes, maintenance, insurance and certain other operating expenses.

Rent expense was approximately \$8.0 million in 2018, \$6.9 million in 2017, and \$6.7 million in 2016, which included rent expense associated with related party lease agreements of \$150,000 in 2017, and \$330,000 in 2016. We had no related party lease agreements in 2018.

Future minimum lease payments under all non-cancelable leases at December 31, 2018 are as follows:

	Years Ending December 31,
2019	\$ 5,004
2020	5,146
2021	3,976
2022	1,925
2023	1,164
Thereafter	2,132
Total	\$ 20,337

(12) EMPLOYEE BENEFIT PLANS

We provide a defined contribution plan for the majority of our employees meeting minimum service requirements. Eligible employees can contribute up to 30% of their current compensation to the plan subject to certain statutory limitations. We contribute up to a maximum of 3% of an employee's compensation to the plan. We made contributions to the plan and charged operating results \$9.3 million in 2018, \$7.9 million in 2017, and \$6.9 million in 2016.

(13) COMMITMENTS AND CONTINGENCIES

Other than routine litigation incidental to our business, there are no material legal proceedings pending to which we are party or to which any of our properties are subject.

(14) SEGMENT AND RELATED INFORMATION

We provide integrated information management solutions and services for the public sector, with a focus on local governments.

We provide our software systems and services and appraisal services through five business units, which focus on the following products:

- financial management, education and planning, regulatory and maintenance software solutions;
- financial management, municipal courts, planning, regulatory and maintenance, and land and vital records management software solutions;
- courts and justice and public safety software solutions;
- data and insights solutions; and
- appraisal and tax software solutions and property appraisal services.

In accordance with ASC 280-10, *Segment Reporting*, the financial management, education and planning, regulatory and maintenance software solutions unit; financial management, municipal courts and land and vital records management software solutions unit; and the courts and justice and public safety software solutions unit meet the criteria for aggregation and are presented in one reportable segment, Enterprise Software ("ES"). The ES segment provides municipal and county governments and schools with software systems and services to meet their information technology and automation needs for mission-critical "back-office" functions such as financial management and courts and justice and public safety processes. The Appraisal and Tax ("A&T") segment provides systems and software that automate the appraisal and assessment of real and personal property as well as property appraisal outsourcing services for local governments and taxing authorities. Property appraisal outsourcing services include: the physical inspection of commercial and residential properties; data collection and processing; computer analysis for property valuation; preparation of tax rolls; community education; and arbitration between taxpayers and the assessing jurisdiction.

We evaluate performance based on several factors, of which the primary financial measure is business segment operating income. We define segment operating income for our business units as income before noncash amortization of intangible assets associated with their acquisition, interest expense and income taxes. Segment operating income includes intercompany transactions. The majority of intercompany transactions relate to contracts involving more than one unit and are valued based on the contractual arrangement. Segment operating income for corporate primarily consists of compensation costs for the executive management team and certain accounting and administrative staff and share-based compensation expense for the entire company. Corporate segment operating income also includes revenues and expenses related to a company-wide user conference. The accounting policies of the reportable segments are the same as those described in Note 1, "Summary of Significant Accounting Policies."

Segment assets include net accounts receivable, prepaid expenses and other current assets and net property and equipment. Corporate assets consist of cash and investments, prepaid insurance, intangibles associated with acquisitions, deferred income taxes and net property and equipment mainly related to unallocated information and technology assets.

ES segment capital expenditures included \$2.2 million in 2018 and \$24.4 million in 2017 for the expansion of existing buildings and purchases of buildings and land.

For the year ended December 31, 2018	Enterprise Software	Appraisal and Tax	Corporate	Totals
Revenues				
Software licenses and royalties	\$ 83,735	\$ 9,706	\$ —	\$ 93,441
Subscriptions	210,740	9,807	—	220,547
Software services	166,921	24,348	—	191,269
Maintenance	359,001	24,617	—	383,618
Appraisal services	—	21,846	—	21,846
Hardware and other	18,745	22	4,881	23,658
Intercompany	13,155	—	(13,155)	—
Total revenues	\$ 853,200	\$ 90,356	\$ (8,374)	\$ 935,282
Depreciation and amortization expense	50,130	914	10,715	61,759
Segment operating income	237,159	23,094	(68,572)	191,681
Capital expenditures	13,973	782	10,377	25,132
Segment assets	\$ 556,100	\$ 63,670	\$ 1,171,193	\$ 1,790,963

For the year ended December 31, 2017 (As Adjusted)	Enterprise Software	Appraisal and Tax	Corporate	Totals
Revenues				
Software licenses and royalties	\$ 78,388	\$ 7,854	\$ —	\$ 86,242
Subscriptions	164,317	7,859	—	172,176
Software services	161,245	19,215	—	180,460
Maintenance	337,901	21,618	—	359,519
Appraisal services	—	25,023	—	25,023
Hardware and other	13,057	17	4,612	17,699
Intercompany	10,425	—	(10,425)	—
Total revenues	\$ 765,153	\$ 81,579	\$ (5,813)	\$ 840,899
Depreciation and amortization expense	43,987	760	8,648	53,395
Segment operating income	229,161	20,788	(51,964)	197,985
Capital expenditures	28,096	1,181	16,341	45,618
Segment assets	\$ 365,736	\$ 46,279	\$ 1,199,336	\$ 1,611,351

For the year ended December 31, 2016 (As Adjusted)	Enterprise Software	Appraisal and Tax	Corporate	Totals
Revenues				
Software licenses and royalties	\$ 78,271	\$ 5,462	\$ —	\$ 83,733
Subscriptions	135,469	7,188	—	142,657
Software services	155,322	16,326	—	171,648
Maintenance	302,409	18,589	—	320,998
Appraisal services	—	26,287	—	26,287
Hardware and other	11,526	16	3,015	14,557
Intercompany	6,742	—	(6,742)	—
Total revenues	\$ 689,739	\$ 73,868	\$ (3,727)	\$ 759,880
Depreciation and amortization expense	43,434	984	5,355	49,773
Segment operating income	196,054	18,871	(41,832)	173,093
Capital expenditures	23,843	1,432	11,448	36,723
Segment assets	\$ 321,886	\$ 33,005	\$ 1,023,612	\$ 1,378,503

Reconciliation of reportable segment operating income to the Company's consolidated totals:	Years Ended December 31,		
	2018	2017	2016
		As Adjusted	As Adjusted
Total segment operating income	\$ 191,681	\$ 197,825	\$ 173,093
Amortization of acquired software	(22,972)	(21,686)	(22,235)
Amortization of customer and trade name intangibles	(16,217)	(13,381)	(13,202)
Other income (expense), net	3,378	698	(1,998)
Income before income taxes	\$ 155,870	\$ 163,456	\$ 135,658

(15) Disaggregation of Revenue

The tables below show disaggregation of revenue into categories that reflect how economic factors affect the nature, amount, timing, and uncertainty of revenue and cash flows.

Timing of Revenue Recognition

Timing of revenue recognition by revenue category during the period is as follows:

For the year ended December 31, 2018

	Products and services transferred at a point in time	Products and services transferred over time	Total
Revenues			
Software licenses and royalties	\$ 75,188	\$ 18,253	\$ 93,441
Subscriptions	—	220,547	220,547
Software services	—	191,269	191,269
Maintenance	—	384,521	384,521
Appraisal services	—	21,846	21,846
Hardware and other	23,658	—	23,658
Total	\$ 98,846	\$ 836,436	\$ 935,282

For the year ended December 31, 2017

(As Adjusted)

	Products and services transferred at a point in time	Products and services transferred over time	Total
Revenues			
Software licenses and royalties	\$ 69,167	\$ 17,075	\$ 86,242
Subscriptions	—	172,176	172,176
Software services	—	180,460	180,460
Maintenance	—	359,319	359,319
Appraisal services	—	25,023	25,023
Hardware and other	17,679	—	17,679
Total	\$ 86,846	\$ 754,053	\$ 840,899

Recurring Revenue

The majority of our revenue is comprised of recurring revenues from maintenance and subscriptions. Virtually all of our on-premises software clients contract with us for maintenance and support, which provides us with a significant source of recurring revenue. We generally provide maintenance and support for our on-premises clients under annual, or in some cases, multi-year contracts. The contract terms for subscription arrangements range from one to 10 years but are typically contracted for initial periods of three to five years, providing a significant source of recurring revenues on an annual basis. Non-recurring revenues are derived for all other revenue categories.

Recurring revenues and non-recurring revenues recognized during the period are as follows:

For the year ended December 31, 2018

	Enterprise Software	Appraisal and Tax	Corporate	Totals
Recurring revenues	\$ 570,695	\$ 30,424	\$ —	\$ 601,119
Non-recurring revenues	269,400	55,932	4,881	330,213
Intercompany	13,155	—	(13,155)	—
Total revenues	\$ 853,200	\$ 90,356	\$ (8,274)	\$ 935,282

For the year ended December 31, 2017

(As Adjusted)

	Enterprise Software	Appraisal and Tax	Corporate	Totals
Recurring revenues	\$ 502,018	\$ 20,477	\$ —	\$ 522,495
Non-recurring revenues	252,690	52,102	4,612	309,404
Intercompany	10,425	—	(10,425)	—
Total revenues	\$ 765,133	\$ 81,579	\$ (5,813)	\$ 840,899

(16) Deferred Revenue and Performance Obligations

Total deferred revenue, including long-term, by segment is as follows:

	December 31, 2018	December 31, 2017
		As Adjusted
Enterprise Software	\$ 327,521	\$ 277,198
Appraisal and Tax	20,018	20,387
Corporate	3,357	2,302
Totals	\$ 350,936	\$ 299,887

The opening balance of total deferred revenue, including long-term, was \$290.1 million (as adjusted) as of January 1, 2017.

Changes in total deferred revenue, including long-term, were as follows:

	2018
Balance at beginning of year (As Adjusted)	\$ 299,887
Deferral of revenue	871,498
Recognition of deferred revenue	(820,449)
Balance at end of year	\$ 350,936

Transaction Price Allocated to the Remaining Performance Obligations

The aggregate amount of transaction price allocated to the remaining performance obligations represents contracted revenue that has not yet been recognized ("Backlog"), which includes deferred revenue and amounts that will be invoiced and recognized as revenue in future periods. Backlog as of December 31, 2018 was \$1.25 billion, of which we expect to recognize approximately 50% as revenue over the next 12 months and the remainder thereafter.

(17) Deferred Commissions

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for initial contracts are deferred and then amortized commensurate with the recognition of associated revenue over a period of benefit that we have determined to be three to seven years. Deferred commissions were \$21.9 million and \$19.3 million (as adjusted) as of December 31, 2018, and December 31, 2017, respectively. Amortization expense was \$15.6 million for the twelve months ended December 31, 2018 and \$11.2 million (as adjusted) for the twelve months ended December 31, 2017, respectively. There were no indicators of impairment in relation to the costs capitalized for the periods presented. Deferred commissions have been included with prepaid expenses in the accompanying consolidated balance sheets. Amortization expense related to deferred commissions is included in selling, general and administrative expenses in the accompanying consolidated statements of income.

(18) Subsequent Events

The following events and transactions occurred subsequent to December 31, 2018:

On January 31, 2019, (i) Tyler Technologies, Inc., a Delaware corporation ("Parent"), (ii) TMP Subsidiary, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), (iii) MP Holdings Parent, Inc., dba MicroPact, a Delaware corporation ("MicroPact"), and (iv) Arlington Capital Partners II, L.P., a Delaware limited partnership ("Representative"), signed an Agreement and Plan of Merger (the "Merger Agreement").

The Merger Agreement provides for the merger of Merger Sub with and into MicroPact on the terms and subject to the conditions set forth in the Merger Agreement, with MicroPact as the surviving company and a wholly owned, direct subsidiary of Parent.

Pursuant to the Merger Agreement, Parent will pay MicroPact's shareholders aggregate merger consideration of approximately \$185.0 million in cash, which shall include an amount equal to MicroPact's closing date working capital and be subject to a post-closing working capital adjustment as described in the Merger Agreement and an additional merger consideration of up to \$10.0 million based on certain fiscal 2019 EBITDA thresholds. The merger consideration will be funded from cash on hand and proceeds from the revolving credit facility.

The Merger and the Merger Agreement have been approved by the boards of directors of both MicroPact, Parent and Merger Sub. The Merger Agreement contains customary representations, warranties, and covenants of MicroPact, Parent and Merger Sub. The covenants include, among others, an obligation on behalf of MicroPact to operate its business in the ordinary course until the Merger is consummated, and limitations on the right of MicroPact to solicit or engage in negotiations regarding alternative acquisition proposals during the pre-Closing period.

The completion of the Merger is subject to customary closing conditions, including the expiration or the termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act. The Federal Trade Commission granted early termination of that waiting period effective February 15, 2019. Customary closing conditions also include each party's satisfaction of the applicable representations and warranties, and compliance in all material respects with its applicable covenants. Consummation of the Merger is not subject to a financing condition.

The Merger Agreement may be terminated prior to closing under certain enumerated circumstances, including if the Merger is not consummated by May 1, 2019. Termination rights are held by Parent, MicroPact, and Representative, depending on the circumstances giving rise to the termination.

The foregoing description of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 10.7 and incorporated herein by reference.

MicroPact is a leading provider of commercial off-the-shelf (COTS) solutions, including entellitrak®, a low-code application development platform for case management and business process management used extensively in the public sector.

On February 1, 2019, we acquired all the assets of Civic, LLC ("MyCivic"), a company that provides software solutions to connect communities. The purchase price is \$3.7 million of which \$3.6 million was paid in cash and approximately \$90,000 was accrued for a working capital holdback.

(19) QUARTERLY FINANCIAL INFORMATION (unaudited)

The following table contains selected financial information from unaudited statements of income for each quarter of 2018 and 2017:

	Quarters Ended							
	2018				2017 (As Adjusted)			
	Dec. 31	Sept. 30	June 30	Mar. 31	Dec. 31(a)	Sept. 30	June 30	Mar. 31
Revenues	\$ 241,981	\$ 236,067	\$ 216,060	\$ 221,174	\$ 217,701	\$ 214,706	\$ 208,763	\$ 199,739
Gross profit	115,871	111,626	109,276	102,805	105,350	103,989	95,503	94,535
Income before income taxes	40,107	38,626	37,700	39,437	45,261	44,357	37,197	36,641
Net income	31,552	38,924	39,161	37,825	66,196	38,836	31,770	32,769
Earnings per diluted share	\$ 0.79	\$ 0.96	\$ 0.97	\$ 0.95	\$ 1.68	\$ 0.99	\$ 0.81	\$ 0.84
Shares used in computing diluted earnings per share	39,891	40,528	40,224	39,836	39,499	39,342	39,201	38,932

(a) The fourth quarter of 2017 includes the significant impact of the enactment of the Tax Act. The most significant impact of the Tax Act to us is the reduction in the U.S. federal corporate income tax rate from 35% to 21%. The impact of the rate reduction on our 2017 income tax provision is a \$26.0 million tax benefit due to the remeasurement of deferred tax assets and liabilities. Refer to Note 7 - "Income Tax" for further discussion on the impact the Tax Act.

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

TYLER TECHNOLOGIES, INC.,

TMP SUBSIDIARY, INC.,

MP HOLDINGS PARENT, INC.,

AND

THE REPRESENTATIVE IDENTIFIED HEREIN

DATED AS OF JANUARY 31, 2019

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Exhibits

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of January 31, 2019, by and among (i) Tyler Technologies, Inc., a Delaware corporation ("Parent"), (ii) TMP Subsidiary, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), (iii) MP Holdings Parent, Inc., a Delaware corporation (the "Company"), and (iv) Arlington Capital Partners II, L.P., a Delaware limited partnership, solely in its capacity as representative for the Seller (the "Representative"). Parent, Merger Sub, the Company and, as applicable, the Representative are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties." Capitalized terms that are used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in ARTICLE XI.

WITNESSETH:

WHEREAS, the Parties intend to effectuate a merger (the "Merger") of Merger Sub with and into the Company in accordance with this Agreement and the Delaware General Corporation Law (the "DGCL"), with the Company surviving the Merger (the "Surviving Company");

WHEREAS, the boards of directors of the Company, Parent and Merger Sub have, upon the terms and subject to the conditions set forth herein, (i) unanimously approved this Agreement, the Merger and the other transactions contemplated hereby and (ii) declared that this Agreement, the Merger and the other transactions contemplated hereby are advisable on the terms and conditions set forth herein;

WHEREAS, the board of directors of the Company has recommended that the stockholders of the Company adopt and approve this Agreement and the transactions contemplated hereby;

WHEREAS, concurrently with the execution of this Agreement, (i) in accordance with Section 2.1 of the Company Stockholder Agreement, the Majority ACP Holders (as defined in the Company Stockholder Agreement) have approved this Agreement and the transactions contemplated hereby, including the Merger, and, (ii) in accordance with the DGCL, the stockholders of the Company holding a majority of the outstanding shares of capital stock of the Company representing the Requisite Stockholder Approval have approved this Agreement and the transactions contemplated hereby, including the Merger, by written consent; and

WHEREAS, Parent, as the sole stockholder of Merger Sub, has adopted and approved this Agreement and the transactions contemplated hereby in accordance with the DGCL.

NOW, THEREFORE in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
EFFECTS OF THE MERGER; MERGER CONSIDERATION

1.1 Merger. At the Effective Time and upon the terms and subject to the conditions of this Agreement and the applicable provisions of the DGCL, Merger Sub shall merge with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the Surviving Company and as a wholly owned Subsidiary of Parent.

1.2 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time by virtue of the Merger and without any action on the part of Merger Sub or the Company, all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Company, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Company.

1.3 Certificate of Incorporation; Bylaws. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub or the Company, (a) the certificate of incorporation of the Surviving Company shall be amended and restated in the form of Exhibit A and, as so amended, shall be the certificate of incorporation of the Surviving Company until thereafter amended in accordance with the terms thereof or as provided by applicable Law, and (b) the bylaws of the Merger Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Company until thereafter amended in accordance with the terms thereof, the certificate of incorporation of the Surviving Company or as provided by applicable Law; provided that, in each case, the name of the corporation set forth therein shall be changed to MicroPact Holdings, Inc.

1.4 Officers of the Surviving Company. The officers of Merger Sub immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Company until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

1.5 Common Stock of Merger Sub. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or Parent, each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall each be converted into and exchanged for one (1) share of common stock of the Surviving Company.

1.6 Effect on Company Capital Stock. At the Effective Time, upon the terms and subject to the conditions of this Agreement, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub or the Sellers, as the case may be:

(a) Preferred Stock. At the Effective Time, no share of Preferred Stock shall be issued and outstanding, requiring no action by virtue of the Merger.

(b) Common Stock. Each share of Common Stock, including, subject to Section 1.7, Vested Restricted Stock but excluding Unvested Restricted Stock, that is issued and outstanding immediately prior to the Effective Time shall be canceled, extinguished and automatically converted.

into the right to receive an amount of cash (without interest) equal to the Per Share Merger Consideration (as reduced at the Closing by the Per Share Portion of each of the Holdback Amounts and the Representative Expense Fund Amount consistent with Section 1.9(a), and subject to adjustment as provided in Section 1.10(e) in cash, payable in accordance with and subject to the conditions provided in this ARTICLE I.

(c) Treasury Stock. Each share of treasury stock of the Company, if any, shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be paid or delivered in exchange therefor.

(d) Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including this Section 1.6, shares of Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Common Stock cancelled in accordance with Section 1.6(c)) and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares of Common Stock in accordance with Section 262 of the DGCL (such shares of Common Stock being referred to collectively as the Dissenting Shares) until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the DGCL with respect to such shares of Common Stock) shall not be converted into a right to receive a portion of the Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws, or loses such holder's right to appraisal pursuant to Section 262 of the DGCL or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, such shares of Common Stock shall be treated as if they had been converted as of the Effective Time into the right to receive the portion of the Merger Consideration, if any, to which such holder is entitled pursuant to Section 1.6(b), without interest thereon. The Company shall provide Parent prompt written notice of any demands received by the Company for appraisal of shares of Common Stock, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time pursuant to the DGCL that relates to such demand, and Parent shall have, a Parent's sole cost and expense, the opportunity and right to direct all negotiations and proceedings with respect to such demands. Except with the prior written consent of Parent, the Company shall not make any payment with respect to, or settle or offer to settle, any such demands.

1.7 Employee Loans; Treatment of Unvested Restricted Stock.

(a) To the extent that the purchase price for any shares of the Vested Restricted Stock payable under the applicable Restricted Stock Award Agreement was paid by a promissory note or other form of a loan or advance by the Company or its predecessor and any amounts payable pursuant to such note, loan or advance remain unpaid and outstanding as of the Closing, the amounts payable to the respective Seller by Parent pursuant to Section 1.6(b) shall be reduced by the applicable amounts so owed by such Seller in order to satisfy such obligations in full (the aggregate of the unpaid amounts as of the Closing of all Sellers pursuant to such notes, loans or advances, the "Seller Loans Balance").

(b) At the Effective Time, each share of Unvested Restricted Stock issued and outstanding immediately prior to the Effective Time, if any, shall be canceled and extinguished. Holders of Unvested Restricted Stock will be entitled to receive an Unvested Restricted Stock Refund Payment to the extent required by such holder's Restricted Stock Award Agreement(s).

1.8 Merger Consideration. The aggregate consideration in respect of all shares of Common Stock and Vested Restricted Stock shall be an amount equal to (a) One Hundred and Eighty-Five Million Dollars (\$185,000,000), plus (b) the amount, if any, by which the Working Capital exceeds the Working Capital Target, minus (c) the amount, if any, by which the Working Capital Target exceeds the Working Capital, minus (d) Transaction Expenses, plus (e) the Seller Loans Balance (such resulting amount pursuant to clauses (a)-(e), and as such amount may be adjusted pursuant to the provisions of Section 1.10, the "Merger Consideration"). The Merger Consideration shall be allocated among the Sellers as specified in the Pre-Closing Statement delivered pursuant to Section 1.10. The Parties acknowledge and agree that neither Parent, Merger Sub nor the Surviving Company shall have any liability to any Person relating to, or obligation to verify, the allocation of the Merger Consideration among the Sellers as set forth in the Pre-Closing Statement (including with respect to the determination of the Per Share Merger Consideration and the Per Share Portion), and upon payment of the amounts set forth in this Section 1.8 in accordance with the Pre-Closing Statement, Parent and Merger Sub will have satisfied all of their respective obligations under this Agreement with respect thereto, subject to any adjustments to the Merger Consideration pursuant to Section 1.10.

1.9 Closing Payments. At the Closing, Parent shall make or cause to be made, by wire transfer of immediately available funds, the following payments (each such payment, a "Closing Payment"):

(a) payment to the account designated by American Stock Transfer & Trust Company, LLC, appointed by Parent to act as its paying agent in the Merger (the "Paying Agent") of a cash amount equal to the aggregate amount of the Estimated Closing Consideration payable to the Sellers accordance with Section 1.6(b) and as set forth in the Pre-Closing Statement to be distributed by the Paying Agent to the Sellers in accordance with this ARTICLE 1 provided, that if any Seller has not delivered to Parent a duly executed and completed Letter of Transmittal and Surrendered Certificate(s) prior to the Closing Date, the amount allocated with respect to such Seller will be paid to the Paying Agent on behalf of such Seller (and distributed thereto upon delivery of such executed and completed Letter of Transmittal and Surrendered Certificate(s)). The term "Estimated Closing Consideration" means the Estimated Merger Consideration less (i) the Holdback Amounts and less (ii) the Representative Expense Fund Amount.

(b) payment to the Representative of a cash amount equal to Five Hundred Thousand Dollars (\$500,000) (such amount, the "Representative Expense Fund Amount") to a bank account designated in writing by the Representative; and

(c) payment on behalf of the Group Companies, to the payees thereof, of an aggregate cash amount equal to the amount of all Closing Date Indebtedness of the type identified in item (i) of the definition of "Indebtedness" and all Transaction Expenses (other than the Unvested Restricted Stock Refund Payments, which shall instead be paid by Parent to the account designated by the Company for further distribution to the holders of Unvested Restricted Stock entitled thereto in accordance with Section 1.7(b)).

Each of the Closing Payments shall be made in the amounts and as set forth in the Pre-Closing Statement delivered pursuant to Section 1.10.

1.10 Adjustment of the Merger Consideration.

(a) Pre-Closing Statement. No later than three (3) Business Days prior to the Closing Date (or at such earlier time as may reasonably be practicable), the Company shall deliver to Parent a statement (the "Pre-Closing Statement") including or setting forth the following:

- (i) a good faith estimate of the Closing Balance Sheet;
- (ii) a calculation of estimated Working Capital;
- (iii) the amounts of the Closing Date Indebtedness and the holders thereof;
- (iv) the amounts of the Transaction Expenses and the payees thereof, including the Unvested Restricted Stock Refund Payments, including wiring instructions with respect to each payee of Transaction Expenses;
- (v) the Company's good faith estimate of the Merger Consideration as of the Adjustment Time (the "Estimated Merger Consideration"); and
- (vi) the allocation of the Estimated Closing Consideration among Sellers.

The Pre-Closing Statement shall include reasonably detailed calculations with respect to each component of the Estimated Merger Consideration. As applicable, the Pre-Closing Statement shall be prepared in a manner consistent with the definitions of the terms Working Capital, Transaction Expenses and the Accounting Rules and practices referred to therein, including the definitions of any defined terms used in such definitions and including as reflected on Exhibit B.

(b) Final Merger Consideration Adjustment. The Merger Consideration shall be adjusted following the Closing based on the difference between the Final Closing Date Merger Consideration (as determined in accordance with this Section 1.10) and the Estimated Merger Consideration, if any, and payment shall be made in respect of any such post-Closing adjustment as set forth in Section 1.10(e).

(c) Closing Statement. No later than ninety (90) days after the Closing Date, Parent shall cause to be prepared in good faith and delivered to the Representative a statement (the "Closing Statement"), including an unaudited consolidated balance sheet of the Company as of the Adjustment Time (the "Closing Balance Sheet") and setting forth Parent's calculation of the Merger

Consideration as of the Adjustment Time ("Closing Date Merger Consideration"). The Closing Statement shall be prepared in a manner consistent with the definitions of the terms Working Capital, Transaction Expenses and the Accounting Rules and practices referred to therein (including as reflected on Exhibit B). The Closing Statement shall entirely disregard (i) any and all effects on the assets or liabilities of the Group Companies as a result of the Transaction or of any financing or refinancing arrangements entered into at any time by Parent or its Affiliates or any other transaction entered into by Parent or its Affiliates in connection with the consummation of the Transaction and (ii) any of the plans, transactions, or changes which Parent intends to initiate or make or cause to be initiated or made after the Closing with respect to any Group Company or their respective businesses or assets, or any facts or circumstances that are unique or particular to Parent or its Affiliates or any of their assets or liabilities. For the avoidance of doubt, unless the Representative otherwise agrees in writing, Parent may not amend, adjust, supplement or modify the Closing Statement or the amount of Closing Date Merger Consideration following its delivery to the Representative. If Parent fails to deliver the Closing Statement within such ninety (90)-day period, then in addition to any other rights the Representative may have under this Agreement, the Representative shall have the right to elect that the Estimated Merger Consideration be deemed to be the amount of the Closing Date Merger Consideration and be final and binding and used for purposes of calculating the adjustment pursuant to Section 1.10(e). The Parties acknowledge that no adjustments may be made to the Working Capital Target.

(d) Disputes.

(i) The Representative shall have thirty (30) days after receipt of the Closing Statement to review the Closing Statement; provided that if Parent does not promptly provide access or other information specified in Section 1.10(f) (and in any event within five (5) Business Days of any request by the Representative), then the Representative shall have thirty (30) days plus the number of days between the date of the Representative's request for such access or information and the date Parent grants or provides such access or information. If the Representative disagrees with Parent's calculation of the Closing Date Merger Consideration as set forth in the Closing Statement, the Representative may, within such period, deliver a written notice to Parent (a "Dispute Notice") disagreeing with such calculation and, to the extent reasonably able to so specify, setting forth the Representative's basis for such disagreement (the "Disputed Items"). If the Representative fails to deliver a Dispute Notice during such period, the Representative shall have waived its rights to contest the Closing Statement and the calculations of the Closing Date Merger Consideration set forth therein shall be deemed to be final and binding upon the Parties, and such amount shall be used as the Final Closing Date Merger Consideration for purposes of calculating the adjustment pursuant to Section 1.10(e).

(ii) If a Dispute Notice is duly delivered pursuant to Section 1.10(d)(i), the Representative and Parent shall, during the thirty (30) days following such delivery, attempt to reach an agreement on all or a portion of the Disputed Items. If Parent and the Representative reach an agreement on any Disputed Item during such period, the resolution of such Disputed Items shall be in writing and shall be final and binding upon the Parties. If, during such thirty (30)-day period, the Representative and Parent are unable to reach an

agreement on all of the Disputed Items, then all Disputed Items remaining in dispute following such thirty (30)-day period shall be submitted by the Representative and Parent to the Accounting Referee (the "Referred Disputed Items") as promptly as reasonably practicable for a determination resolving such Referred Disputed Items (it being agreed and understood that the Accounting Referee shall act as an arbitrator to determine the Referred Disputed Items (and, as a result thereof, the Closing Date Merger Consideration) and shall do so based solely on presentations and information provided by Parent and the Representative, as further specified below, and not by independent review). In conducting its review, the decision of the Accounting Referee shall be solely based on (A) the definitions and other applicable provisions of this Agreement, (B) a single presentation by each of the Representative and Parent limited to the Referred Disputed Items (which presentations the Accounting Referee shall be instructed to forward to Parent and the Representative, as applicable) and (C) one (1) written response submitted to the Accounting Referee by each of the Representative and Parent within ten (10) Business Days after receipt of each such presentation (which responses the Accounting Referee shall be instructed to forward to Parent and the Representative, as applicable), and not on independent review. The scope of the disputes to be resolved by the Accounting Referee shall be limited to resolving the Referred Disputed Items, and, in connection therewith, fixing mathematical errors and determining whether the Referred Disputed Items were determined in accordance with this Agreement (including the definition of the terms Working Capital, Transaction Expenses and the Accounting Rules) and the Accounting Referee is not to make any other determination. The Accounting Referee shall deliver to the Representative and Parent, as promptly as practicable (but in any case no later than thirty (30) days from the date of engagement of the Accounting Referee), a report setting forth its calculations of the Closing Date Merger Consideration based solely upon (x) the Accounting Referee's final determination of the Referred Disputed Items and (y) the items which were finally determined pursuant to Sections 1.10(d)(i) and 1.10(d)(ii) and not submitted to the Accounting Referee for resolution, which such Closing Date Merger Consideration amount shall not be less than the applicable amount thereof shown in Parent's calculation delivered pursuant to Section 1.10(c) nor more than the amount thereof shown in the Representative's calculation delivered pursuant to Section 1.10(d)(i). Such report shall be final and binding upon the Parties, absent manifest error, and shall be used for purposes of calculating the adjustment pursuant to Section 1.10(b). Notwithstanding anything herein to the contrary, the dispute resolution mechanism contained in this Section 1.10(d) shall be the exclusive mechanism for resolving disputes regarding the Merger Consideration adjustment. Judgment may be entered upon the determination of the Accounting Referee in any court having jurisdiction over the Party against which such determination is to be enforced. The fees, costs and expenses of the Accounting Referee shall be borne by the Parties in proportion to the relative amount each Party's determination has been modified, with any amount borne by the Representative to be paid out of the Representative Expense Fund Amount. For example, if the Representative challenges the calculation of the Closing Date Merger Consideration by an amount of \$100,000, but the Accounting Referee determines that the Representative has a valid claim for only \$60,000, the Representative (on behalf of the Sellers) shall bear 40% of the fees and expenses of the Accounting Referee and Parent shall bear the other 60% of such fees and expenses of the Accounting Referee. The Representative

and Parent shall, and Parent shall cause the Group Companies, and each of its and their representatives to, reasonably cooperate and assist in any review by the Accounting Referee of the Closing Statement and the calculations of the Closing Date Merger Consideration.

(e) Final Closing Date Merger Consideration Following the time that the Closing Date Merger Consideration is finally determined pursuant to this Section 1.10 (such finally determined amount, the "Final Closing Date Merger Consideration"), payment shall be made as follows:

(i) If the Final Closing Date Merger Consideration is greater than or equal to the Estimated Merger Consideration (the amount of such excess, the "Increase Amount"), then within five (5) Business Days after the Final Closing Date Merger Consideration is finally determined pursuant to this Section 1.10, (A) Parent shall pay by wire transfer of immediately available funds an amount equal to the Increase Amount to the Paying Agent (for further distribution to the Sellers who delivered to Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) prior to such time), and (B) Parent shall disburse the Adjustment Holdback Amount to the Paying Agent (for further distribution to the Sellers who delivered to Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) prior to such time).

(ii) If the Final Closing Date Merger Consideration is less than the Estimated Merger Consideration, the within five (5) Business Days after the Final Closing Date Merger Consideration is finally determined pursuant to this Section 1.10, (A) the Adjustment Holdback Amount shall be deemed automatically reduced by the full amount of such deficiency (for purposes of clarity, the absolute amount of such deficiency will be subtracted from the Adjustment Holdback Amount thereby resulting in a reduction of the Adjustment Holdback Amount) (it being understood that, notwithstanding anything to the contrary contained herein, the Adjustment Holdback Amount shall be the sole source of recovery for any payment required to be made to Parent pursuant to this Section 1.10(e)(ii)), and (B) Parent shall disburse in accordance with Section 1.11 to the Paying Agent (for further distribution to the Sellers who delivered to Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) prior to such time) the balance of the Adjustment Holdback Amount, if any, remaining after the reduction of the Adjustment Holdback Amount pursuant to the preceding clause (A).

(iii) Notwithstanding anything to the contrary in this Section 1.10(e), if, at the time that Parent is required to make any payments to the Paying Agent (on behalf of the Sellers) pursuant to this Section 1.10(e), any Seller has not delivered Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) prior to such time, then the amount allocated with respect to such Seller will be paid to the Paying Agent on behalf of such Seller (and distributed thereto upon delivery of such executed and completed Letter of Transmittal and Surrendered Certificate(s)).

Upon payment of the amounts provided in this Section 1.10(e) in accordance herewith, none of the Parties may make or assert any claim under this Section 1.10.

(f) Cooperation. During the period of time from and after the Closing Date through the final determination and payment of the Final Closing Date Merger Consideration in accordance with this Section 1.10, Parent shall afford, and shall cause the Group Companies to afford, to the Representative and any accountants, counsel or financial or other advisers retained by the Representative in connection with the review of the Closing Date Merger Consideration, and afford to the Accounting Referee in connection with any review by it in accordance with Section 1.10(d)(ii), direct access during normal business hours upon reasonable advance notice to all the books, properties, records, contracts, documents, information, personnel and representatives of the Group Companies and their accountants (including the work papers of the Surviving Company's accountants) relevant to the review or preparation of the Closing Statement and the calculation of the Closing Date Merger Consideration and, if requested by the Representative, shall provide any such books, records, contracts, documents and information electronically and in such formats as are reasonably requested.

(g) No Further Ownership Rights in Common Stock The Estimated Closing Consideration paid in accordance with the terms of this ARTICLE I, subject to the indemnification provisions set forth in this Agreement, payment of the amounts provided in Section 1.11, and the rights of Sellers with respect to the Holdback Amounts, the Representative Expense Fund Amount and any Additional Merger Consideration Payment, each as provided herein, shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Common Stock formerly represented by the Stock Certificates. From and after the Effective Time, there shall be no further registration of transfers of shares of Common Stock on the stock transfer books of the Surviving Company.

(h) Adjustments. Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of Common Stock shall occur, including by reason of any reclassification, recapitalization, stock split (including reverse stock split), or combination, exchange or readjustment of shares, or any stock dividend or distribution paid in stock, the applicable Per Share Merger Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to reflect such change.

1.11 Other Payments. In order to facilitate the payment of any Other Seller Payments pursuant to this Agreement, such funds shall be paid to an account designated by the Paying Agent (on behalf of the Sellers) for distribution to the Sellers entitled thereto on a pro rata basis (based on each Seller's Pro Rata Share), subject to such Sellers delivering to Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) prior to such time. The Parties acknowledge and agree that Parent and the Surviving Company shall have no liability to any Person relating to, or obligation to verify, the allocation of any Other Seller Payment among the Sellers as set forth in this Section 1.11, and upon payment of any Other Seller Payment in accordance with this Section 1.11 or as directed by the Representative, Parent will have satisfied all of its obligations under this Agreement with respect thereto.

1.12 Withholding. Parent, the Company and Paying Agent shall be entitled to deduct and withhold from the amounts payable pursuant to this Agreement such amounts as it reasonably determines it is required to deduct and withhold with respect to the making of such payments under any provision of U.S. federal, state, local or foreign tax Law and instead shall pay such amount to the applicable Governmental Authority. Before making any such deduction or withholding described in the previous sentence, except for (a) any withholding required as a result of a failure to deliver the certificate as described in Section 2.3(h), (b) any withholding on payments under any compensatory payments made in connection with the transactions contemplated by this Agreement, including the payments with respect to Vested Restricted Stock and the payment of any Unvested Restricted Stock Refund Amount, Parent shall give the Representative notice of the intention to make such deduction or withholding, and such notice, which shall include the authority, basis and method of calculation for the proposed deduction or withholding, at least three (3) Business Days before such deduction or withholding is required, in order for the Representative to obtain reduction or relief from such deduction or withholding. To the extent that amounts are properly so withheld by Parent, the Company, or Paying Agent, and paid to the applicable Governmental Authority, such amounts withheld shall be treated for all purposes of this Agreement as having been paid to the recipient in respect of which such deduction and withholding was made by Parent or other withholding agent.

1.13 Letters of Transmittal.

(a) Promptly following the date hereof, the Company shall deliver to each Seller a Letter of Transmittal in a form mutually agreed to by Parent and the Company (a "Letter of Transmittal"). Promptly following the receipt by the Paying Agent of the Estimated Closing Consideration, the Paying Agent shall deliver to each Seller who delivered to Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) at least two (2) Business Days prior to the Closing Date the portion of the Estimated Closing Consideration allocated to each such Seller in accordance with the Pre-Closing Statement and to the bank account designated in such Seller's Letter of Transmittal. Following the Closing, but subject to Section 1.13(c), upon delivery by a Seller that did not receive such portion of the Estimated Closing Consideration promptly following the Closing pursuant to the immediately preceding sentence to Parent of a duly completed and executed Letter of Transmittal and Surrendered Certificate(s), the Paying Agent shall pay to such Seller within five (5) Business Days after such delivery, (x) the amounts to which such Seller is entitled to pursuant to the immediately preceding sentence and (y) if the Final Closing Date Merger Consideration has been finally determined as of such time, the amounts to which such Seller is entitled to pursuant to Section 1.10(e), in each case, by wire transfer of immediately available funds to the account designated by such Seller in such Seller's Letter of Transmittal. No interest or dividends will be paid or accrued on the consideration payable to any Seller hereunder. At the Effective Time, all Common Stock will cease to exist and each share of Common Stock outstanding immediately prior to the Effective Time (including any Stock Certificate that prior to the Effective Time represented such shares of Common Stock) shall be deemed from and after the Effective Time, for all purposes, to evidence the right to receive the applicable portion of the Merger Consideration as provided in Section 1.6(b) and of the Other Seller Payments as provided in Section 1.11. If after the Effective Time, any Stock Certificate is presented to the Paying Agent, it shall be exchanged as provided in this Section 1.13(a).

(b) In the event that any stock certificate representing the shares of Common Stock has been lost, stolen or destroyed, upon the making of a customary affidavit of that fact by the Seller claiming such certificate to be lost, stolen or destroyed, the Paying Agent or the Surviving Company, as applicable, will pay, in exchange for the shares represented by such lost, stolen or destroyed certificate, the consideration to which such Seller would otherwise be entitled pursuant to Section 1.6(b) without any requirement to post any bond or other security.

(c) Promptly following the date that is one (1) year after the Closing Date, Parent may instruct the Paying Agent to deliver to the Surviving Company all cash delivered to the Paying Agent pursuant to this Agreement that is still in its possession at such time, in which case the Paying Agent's duties shall terminate. Thereafter, each Seller may deliver a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) to the Surviving Company and (subject to applicable abandoned property, escheat and similar Laws) receive in consideration therefor, and the Surviving Company shall promptly pay, the portion of the Merger Consideration deliverable to such Seller in respect of its Surrendered Certificate(s) as determined in accordance with this ARTICLE I without any interest thereon.

1.14 Merger Consideration Holdbacks Parent shall retain, and not pay at Closing, the Holdback Amounts for the purpose of securing any adjustment to the Merger Consideration to be paid by the Sellers in accordance with Section 1.10(e) and any indemnification claims pursuant to Section 9.2(a)(iv). The Holdback Amounts shall be paid to the Sellers in the amount and at such time(s) as contemplated by Section 1.10(e) and Section 9.5(b), respectively.

1.15 Additional Merger Consideration.

(a) EBITDA Statement. On or before February 1, 2020, Parent shall cause to be calculated and delivered to the Representative a statement (an "EBITDA Statement"), setting forth Parent's calculation of the Net EBITDA for the period beginning on January 1, 2019 and ending on December 31, 2019 (the "Measurement Period"). During the thirty (30) days following the delivery of the EBITDA Statement, Parent shall provide the Representative and its advisors access to such accounting and other records of the Group Companies to the extent requested and reasonably necessary to evaluate the accuracy of the EBITDA Statements. If, within thirty (30) days following receipt of the EBITDA Statement, the Representative does not deliver to Parent written notice of a dispute with respect to the calculations set forth in such EBITDA Statement, then the Net EBITDA set forth in the EBITDA Statement shall be deemed to be the Net EBITDA for all purposes under this Agreement and Parent shall pay, or cause the Company to pay, the applicable Additional Merger Consideration Payment no later than March 15, 2020. In the event the Representative delivers written notice to Parent within thirty (30) days of the delivery of the EBITDA Statement stating that the Representative objects to Parent's calculation thereof and specifying the basis for such objection in reasonable detail and setting forth the proposed modification to such EBITDA Statement, such dispute shall be resolved in the same manner as any dispute regarding the Closing Statement in accordance with the provisions of Section 1.10(d) (for the avoidance of doubt, the Accounting Rules shall not apply to calculation of the Net EBITDA) provided, however, that once the Net EBITDA is finally determined pursuant to the provisions of Section 1.10(d), the applicable Additional Merger Consideration Payment (as defined below) shall

be made no later than the later of (x) March 15, 2020 and (y) the date that is ten (10) days following such date of final determination.

(b) Additional Merger Consideration Payment Subject to Section 1.15(a), in the event the Net EBITDA for the Measurement Period exceeds the minimum EBITDA threshold set forth below, Sellers shall be entitled to receive, and Parent shall pay (or cause the Surviving Company to pay) to the Representative (for distribution to Sellers in accordance with Section 1.11), the applicable additional Merger Consideration payment set forth in the table below (the "Additional Merger Consideration Payment") in accordance with this Agreement. For the avoidance of doubt, unless otherwise required by applicable Law, any Additional Merger Consideration Payments made to Sellers will be treated as additional Merger Consideration.

EBITDA Threshold	Additional Merger Consideration Payment
Less than \$13,999,999.99	\$0
\$14,000,000 - \$14,999,999.99	(i) \$5,000,000 <i>plus</i> (ii) (A) 2 <i>multiplied by</i> (B) the amount by which the Net EBITDA for the Measurement Period exceeds \$14,000,000
\$15,000,000 - \$15,999,999.99	(i) \$7,000,000 <i>plus</i> (ii) (A) 1.5 <i>multiplied by</i> (B) the amount by which the Net EBITDA for the Measurement Period exceeds \$15,000,000
\$16,000,000 - \$16,999,999.99	(i) \$8,500,000 <i>plus</i> (ii) (A) 1.5 <i>multiplied by</i> (B) the amount by which the Net EBITDA for the Measurement Period exceeds \$16,000,000
\$17,000,000 or greater	\$10,000,000

Notwithstanding any other provision hereof, in no event shall the Additional Merger Consideration Payment exceed Ten Million Dollars (\$10,000,000).

(c) Operation of the Group Companies during the Measurement Period.

(i) From and after the Closing until the end of the Measurement Period, Parent covenants and agrees (i) to maintain the Group Companies as a separate and standalone business unit, (ii) to cause the Group Companies to maintain books and records that are separate from those of Parent and its other Affiliates as necessary for Parent to calculate the Net EBITDA for the Measurement Period and any Additional Merger Consideration Payment, (iii) to provide reasonable access to the Representative, upon advance written request, to such books and records referenced in clause (ii) above, and (iv) to reasonably cooperate with the Representative to estimate expenses to be allocated to the Group Companies for purposes of determining the Net EBITDA for the Measurement Period.

(ii) From and after the Closing until the end of the Measurement Period, Parent shall act in good faith to give effect to the intent and purposes of Parent's agreements and obligations under this Section 1.15 and, in furtherance thereof shall or shall not take, as applicable, the actions set forth below, provided, for the avoidance of doubt, that any action taken by Parent that would not adversely affect in any material respect the amount or timing of the Additional Merger Consideration Payment shall not constitute an act in bad faith:

(A) Parent shall not, and shall cause its Affiliates (including the Group Companies) not to, take or omit to take any action for the purpose of, or the primary effect of which is, undermining the Group Companies' ability to achieve the EBITDA Thresholds or avoiding, reducing or delaying any Additional Merger Consideration Payment;

(B) Parent shall not, and shall cause its Affiliates (including the Group Companies) not to, divert the sale of any Group Company products and services in favor of a sale of products and services offered by or through Parent or its other Affiliates if the primary purpose of such diverted sale is to reduce the Net EBITDA provided, for the avoidance of the doubt, that nothing in this Section 1.15(c)(ii)(B), shall limit the ability of Parent or its Affiliates, subject to clause (A) above, to operate in the Ordinary Course of Business consistent with past practices with respect to the sale of products or services sold by Parent on or prior to the date hereof, including submission of more than one offer or bid (such as for a legacy Parent product or service and for a Group Company product or service) for a proposed sale;

(C) Parent shall not, and shall cause its Affiliates (including the Group Companies) not to, transfer or assign the assets of the Group Companies as of the Closing Date to Parent or any Affiliate of Parent (other than the Company or its Subsidiaries) or any third party unless, in the case of such transfer to Parent or any Affiliate of Parent, (x) such assets and any revenue derived therefrom shall continue to be included in full in the Net EBITDA for all purposes hereunder ("Transferred Company Assets") and (y) Parent maintains separate books and records necessary for Parent to include such Transferred Company Assets in Net EBITDA;

(D) Parent shall adopt, in meaningful consultation with the Company's management, an operating budget for the Group Companies for the 2019 calendar year, including with respect to the compensation of employees of the Group Companies (the "Company Budget"); and

(E) To the extent the approval or consent of Parent or any Affiliate is required or otherwise sought by the Company's management (whether under Parent's or any Affiliate's policies or otherwise) for any proposed transaction, opportunity or other action of any Group Company in accordance with the Company Budget, Parent shall, and shall cause any such Affiliate to, exercise such approval or consent in good faith and in a manner that (x) Parent reasonably believes to be in the best interests of the Group Companies consistent with the principles and assumptions utilized in the creation of the Company Budget and (y) is consistent with Parent's approvals and consents in respect of its other business units and Affiliates.

(d) Additional Considerations.

(i) For the avoidance of doubt, Parent shall have no obligation to fund any monies for the Group Companies during the Measurement Period (provided, however, that Parent shall not, and shall cause its Affiliates not to, deplete the Group Companies' working capital to below levels that are adequate for them to operate in the Ordinary Course of Business) or to operate the Group Companies in order to achieve any, or maximize the amount of, the Additional Merger Consideration Payment, and nothing contained in this Section 1.15, except as expressly provided in Section 1.15(c), is intended to control or otherwise restrict in any way management or the board of directors (or other equivalent governing body) of Parent or its Affiliates or any Group Company from operating the Group Companies and making all business and customer decisions (including regarding efforts or resources to secure or maintain business, the hiring or termination of employees and the incurrence of expenses) and requiring compliance with Parent's and its Affiliates' internal controls, corporate governance policies and procedures, legal and regulatory compliance standards and other similar matters, in each case in the manner which Parent's or its Affiliate's management or board of directors (or other equivalent governing body) deem appropriate in their good faith judgment; provided, however, that such operating decisions or compliance requirements are consistently applied, as applicable, to Parent and its Affiliates. For the avoidance of doubt, nothing contained in this Section 1.15(d) is intended to in any way limit, abridge, restrict, amend or modify any of the express provisions of Section 1.15(c).

(ii) The Parties acknowledge that Parent is a publicly traded corporation, which provides a wide range of services and other business activities through itself and its direct and indirect Subsidiaries, and Parent's and its Affiliates' boards of directors, officers and managers owe their fiduciary duties to their respective stockholders, members or other equityholders and nothing herein shall operate to limit, modify or abrogate such fiduciary duties. For the avoidance of doubt, none of Parent, any Group Company or any of their respective Affiliates: (A) will owe the Sellers any fiduciary or similar duty in respect of this Section 1.15, (B) are making any representations or warranties to the Sellers with respect to the operations of the Surviving Company or other Group Companies after the Closing or with respect to any estimates or projections relating to Net EBITDA, or (C) will be restricted or otherwise limited from taking any action (or refrain from taking any action) with respect to the business activities of Parent or its Affiliates (other than as expressly set forth in Section 1.15(c)).

1.16 Issuances or Transfers of Common Stock Except as provided in this Section 1.16, as of the date of this Agreement, the stock transfer books of the Company shall be closed and there shall be no further registration of issuances or other transfers that occur after the date of this Agreement on the stock record books of the Company of the shares of Preferred Stock or Common Stock. On or before the fifth (5th) Business Day prior to the Closing, only the following transfers of shares of Common Stock shall be permitted:

(a) transfers permitted under the Company Stockholder Agreement or any other agreement between the Company and a Seller, a copy of which has been made available to Parent;

- (b) transfers for estate planning or Tax purposes; and
- (c) otherwise permitted transfers among Sellers.

1.17 No Liability. Notwithstanding anything to the contrary in this ARTICLE I none of the Company, Parent, the Representative or the Surviving Company shall be liable to any Person for any amount properly paid in good faith to a public official pursuant to any withholding, abandoned property, escheat or similar law.

ARTICLE II CLOSING

2.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the Merger and the other Transactions (the "Closing") shall take place at 9:00 a.m., Central Time, at the offices of Munck Wilson Mandala, LLP, 12770 Coit Road, Suite 600, Dallas, Texas 75251, on a date to be mutually agreed by Parent and the Representative, which shall be no later than the third (3rd) Business Day after the satisfaction or waiver (by the applicable Party in writing) of the conditions set forth in ARTICLE VI (not including conditions which are to be satisfied by actions taken at the Closing but subject to the satisfaction or waiver (by the applicable Party hereto in writing) of those conditions at the Closing) (the date on which the Closing actually occurs, the "Closing Date"). The Parties shall use their reasonable best efforts to complete the Closing through electronic means of communication to avoid the necessity of a physical Closing.

2.2 Effective Time. Subject to the provisions of this Agreement, on the Closing Date, the Parties shall cause to be filed a certificate of merger, executed in accordance with, and in such form as is required by, the relevant provisions of the DGCL with respect to the Merger (the "Certificate of Merger") with the Secretary of State of the state of Delaware. The Merger shall become effective upon the filing of the Certificate of Merger or at such later time as is agreed to by the Parties and specified in the Certificate of Merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

2.3 Deliveries by the Company and the Representative at Closing. At or prior to the Closing, the Company and/or the Representative, as applicable, shall deliver, or cause to be delivered, to Parent the following:

- (a) the Certificate of Merger, duly executed by the Company;
- (b) at least three (3) Business Days prior to the Closing Date (or at such earlier time as may reasonably be practicable), the Pre-Closing Statement;
- (c) at least three (3) Business Days prior to the Closing Date (or at such earlier time as may reasonably be practicable), a payoff letter in a commercially reasonable form from each holder of the Closing Date Indebtedness to be repaid at Closing in accordance with Section 1.9(c), in form and substance reasonably acceptable to Parent;
- (d) a certificate required to be delivered pursuant to Section 6.2(e);

(e) a legal existence or good standing certificate for the Company from the Secretary of State of the State of Delaware, as of a date within five (5) Business Days immediately preceding the Closing Date;

(f) evidence of resignation or removal, effective as of the Closing, of all directors, managers and officers of any Group Company;

(g) evidence of the termination of the Management Services Agreement, except with respect to limitation of liability and indemnification for third-party claims; and

(h) a certificate conforming to the requirements of Treasury Regulation Section 1.1445-2(c)(3) to the effect that the Company is not, and has not been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c) of the Code together with the appropriate notice to the Internal Revenue Service pursuant to Treasury Regulation Section 1.897-2(h).

2.4 Deliveries by Parent and Merger Sub at Closing At or prior to the Closing, Parent and/or Merger Sub, as applicable, shall deliver, or cause to be delivered, the following:

(a) on the Closing Date, payment of the Closing Payments to the Representative, the Paying Agent, the Company and all other payees, in each case as set forth in Section 1.9 and on the Pre-Closing Statement;

(b) an agreement with the Paying Agent (in a form reasonably satisfactory to each of Parent and the Representative, the "Paying Agent Agreement"), duly executed by Parent and the Paying Agent;

(c) to the Representative, a certificate required to be delivered pursuant to Section 6.3(d); and

(d) a legal existence or good standing certificate for each of Parent and Merger Sub from the Secretary of State of the State of Delaware, as of a date within five (5) Business Days immediately preceding the Closing Date.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth on the disclosure schedule delivered by the Company to Parent and Merger Sub on the date hereof (the "Company Disclosure Schedule"), which are subject to the limitations and qualifications set forth in Section 11.2(d), the Company hereby represents and warrants to Parent and Merger Sub as of the date hereof as follows:

3.1 Organization and Power. Each of the Group Companies is a corporation or other legal entity duly formed, validly existing and in good standing under the Laws of its respective jurisdiction of formation. Each of the Group Companies is duly licensed or qualified to do business in each jurisdiction in which the nature of its business or the character or location of any properties

or assets owned or leased by it makes such licensing or qualification necessary, except for those jurisdictions where the failure to be so licensed or qualified would not have a Company Material Adverse Effect. The Company has the requisite power and authority to execute and deliver this Agreement and each other Transaction Agreement to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. Each of the Group Companies has the power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted in all material respects.

3.2 Authorization of Agreement. The execution and delivery of the Transaction Agreements to which the Company is a party, the performance by the Company of its obligations thereunder and the consummation of the Transactions have been duly authorized by the requisite corporate action on the part of the Company. This Agreement has been, and the other Transaction Agreements to which the Company is a party will be, duly and validly executed and delivered by the Company and (assuming the due authorization, execution, and delivery hereof and thereof by other parties thereto), constitutes or, with respect to such other Transaction Agreements upon execution and delivery will each constitute, the legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms, subject to applicable Equitable Principles.

3.3 Conflicts; Consents of Third Parties.

(a) Except as listed on Section 3.3(a) of the Company Disclosure Schedule, and assuming all Governmental Approvals set forth on Section 3.3(b) of the Company Disclosure Schedule have been obtained and are effective and all applicable waiting periods have expired or been terminated and all filings and notifications described in Section 3.3(b) of the Company Disclosure Schedule have been made, none of the execution, delivery and performance by the Company of this Agreement or the other Transaction Agreements to which it is a party or the consummation of the Transactions by the Company will conflict with, violate or constitute a default (with or without notice or lapse of time, or both) under, give rise to a right of termination, acceleration, modification or cancellation under, or otherwise require the consent or waiver of, notice or declaration to, or filing with any Person, including any Governmental Authority, pursuant to, any provision of (i) the Organizational Documents of any Group Company; (ii) any Material Contract, Material Government Contract or Permit to which any Group Company is a party to or bound by, or by which any Group Company's properties or assets are bound; or (iii) any Law applicable to any Group Company, except, in the case of clauses (ii) and (iii), where such conflict, violation or default, consent, waiver, notice, declaration or filing would not have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Except as set forth on Section 3.3(b) of the Company Disclosure Schedule, no consent, waiver, approval, waiting period expiration or termination, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority (a "Governmental Approval") is required on the part of any Group Company in connection with the execution and delivery by the Company of the Transaction Agreements to which it is a party or the consummation of the Transactions by the Company, except those Governmental Approvals, which, if not obtained, would not have, individually or in the aggregate, a Company Material Adverse Effect.

3.4 Capitalization; Operating Subsidiaries.

(a) The authorized capital stock of the Company consists of 500,000 shares, consisting of (a) 350,000 shares of Common Stock, and (b) 150,000 shares of Preferred Stock. As of the date hereof, there are zero (0) shares of Preferred Stock issued and outstanding, and approximately 175,390.518 shares of Common Stock issued and outstanding. Section 3.4(a)(i) of the Company Disclosure Schedule sets forth the number and classes of issued and outstanding shares of Common Stock as of the date of this Agreement, the names of the holders thereof and the number of shares of Common Stock held by each such holder. Each of the shares of Common Stock has been duly and validly authorized and issued. Except as set forth on Section 3.4(a)(ii) of the Company Disclosure Schedule, there are no outstanding (i) equity interests or voting securities of the Company, (ii) securities convertible or exchangeable into or exchangeable or exercisable for any shares of Common Stock or other equity interests or voting securities of the Company, (iii) options, warrants or rights (including purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts or rights of first refusal) or other Contracts that require the Company to issue, sell or otherwise cause to become outstanding or to acquire, subscribe for, purchase, repurchase or redeem shares of Common Stock or other equity interests of the Company or (iv) stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. The shares of Common Stock set forth on Section 3.4(a)(i) of the Company Disclosure Schedule constitute all of the outstanding equity securities or securities convertible into or exchangeable for equity securities of the Company.

(b) Section 3.4(b) of the Company Disclosure Schedule sets forth a true and correct list of all direct and indirect Subsidiaries of the Company (the "Operating Subsidiaries"), listing for each such Operating Subsidiary (i) its name, (ii) its jurisdiction of organization, and (iii) the number and type of its issued and outstanding equity interests. The Company has no Subsidiaries other than the Operating Subsidiaries. Except for the Operating Subsidiaries or as set forth on Section 3.4(b) of the Company Disclosure Schedule, no Group Company owns, or holds the right to acquire, any stock, partnership interest, joint venture interest or other equity ownership interest in any other Person. All of the issued and outstanding equity interests of each of the Operating Subsidiaries have been duly and validly authorized and issued and are owned (either directly or indirectly) by the Company or one of the Operating Subsidiaries, free and clear of any Liens (other than Permitted Liens and limitations imposed by their Organizational Documents or any applicable securities Laws). Except as otherwise set forth in Section 3.4(b) of the Company Disclosure Schedule, there are no outstanding (w) equity interests or voting securities of any Operating Subsidiary, (x) securities convertible or exchangeable into equity interests of any Operating Subsidiary, (y) options, warrants or rights (including purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts or rights of first refusal) or other Contracts that require any Operating Subsidiary to issue, sell or otherwise cause to become outstanding or to acquire, subscribe for, purchase, repurchase or redeem any equity interests of such Operating Subsidiary or (z) stock appreciation, phantom stock, profit participation or similar rights with respect to any Operating Subsidiary.

(c) Except for this Agreement and as set forth on Section 3.4(c) of the Company Disclosure Schedule, the Company is not a party to any agreement restricting the transfer of, relating to the voting of, requiring registration of, or granting any preemptive rights, anti-dilution rights, rights of first refusal or any similar rights with respect to any securities of the Company.

3.5 Financial Statements

(a) Attached to Section 3.5 of the Company Disclosure Schedule are complete and correct copies of the following financial statements (collectively, the "Company Financial Statements"):

(i) the audited consolidated balance sheets of the Company as of December 31, 2016 and December 31, 2017, and the related consolidated statements of operations, consolidated statements of changes in stockholders' equity and consolidated statements of cash flows of the Company for the fiscal years then ended; and

(ii) an unaudited consolidated balance sheet of the Company as of September 30, 2018, and the related unaudited statements of operations and cash flows of the Company for the nine (9)-month period then ended.

September 30, 2018 shall be referred to herein as the "Balance Sheet Date", the balance sheet of the Company as of such date shall be referred to herein as the "Balance Sheet".

(b) The Company Financial Statements have been prepared from the books and records of the Company in accordance with GAAP and present fairly, in all material respects, the consolidated financial condition and results of operations of the Company as of the dates and for the periods indicated therein except, in each case, as disclosed therein or as set forth on Section 3.5(b) of the Company Disclosure Schedule, and, in the case of the unaudited Company Financial Statements, (i) the such Company Financial Statements may be subject to normal year-end adjustments and (ii) for the absence of notes thereto throughout the periods covered thereby. Since January 1, 2016, the Group Companies have maintained a system of internal accounting controls that are designed to provide reasonable assurance that the Group Companies' material transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP. The books of account of the Group Companies have been kept accurately in all material respects in the Ordinary Course of Business, the transactions entered therein represent bona fide transactions and the revenues, expenses, assets and liabilities of the Group Companies have been properly recorded therein in all material respects.

3.6 Undisclosed Liabilities: Indebtedness

(a) Except as set forth on Section 3.6(a) of the Company Disclosure Schedule, neither the Company nor any of the Operating Subsidiaries have any liabilities that would have been required to be reflected on the Balance Sheet or in the notes thereto in accordance with GAAP and were not so reflected, other than (i) as disclosed in, set forth on, or reflected or reserved against in the Company Financial Statements, (ii) those incurred in the Ordinary Course of Business since the Balance Sheet Date, (iii) those included in the calculation of the Closing Payments, (iv) those

that are repaid, terminated, forgiven, settled, cancelled or otherwise extinguished at Closing pursuant to the terms of this Agreement, (v) those incurred in connection with the Transactions or (vi) those that would not have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Section 3.6(b) of the Company Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of all Indebtedness of the Group Companies.

3.7 Absence of Certain Developments. Except as set forth on Section 3.7 of the Company Disclosure Schedule, between the Balance Sheet Date and the date hereof, (a) the business of the Group Companies has been conducted in all material respect in the Ordinary Course of Business, (b) there has not been any Company Material Adverse Effect, and (c) no Group Company has:

- (i) amended or modified any Group Company Organizational Documents;
- (ii) issued or sold any capital stock or options, warrants, convertible or exchangeable securities, subscriptions, rights, stock appreciation rights, calls or commitments of any kind with respect to its capital stock;
- (iii) adopted a plan of liquidation, dissolution, merger, consolidation or other reorganization;
- (iv) made any material change in its accounting methods, principles or practices, other than in a manner consistent with GAAP or made any material change in its tax accounting methods, principles or practices;
- (v) materially increased the compensation or benefits payable or to become payable by the Group Companies to any officer, director, manager, stockholder, member, employee, consultant or agent, except for ordinary and customary bonuses and salary increases for employees in accordance with past practice and/or contractual requirements;
- (vi) made any material loan or advance to any of its officers, directors, employees or consultants (other than in the Ordinary Course of Business) or made any other material loan or advance;
- (vii) incurred any new Indebtedness in excess of \$500,000 in the aggregate (with respect to the Group Companies, taken as a whole) other than in the Ordinary Course of Business;
- (viii) mortgaged or pledged any of its material assets or properties, or subjected them to any material encumbrance other than in the Ordinary Course of Business;
- (ix) sold, transferred, or otherwise disposed of any part of the assets, properties, capital stock or business of the Group Companies in excess of \$200,000 in the aggregate, other than in the Ordinary Course of Business and except for any tangible asset which is obsolete;

(x) made any acquisition of any material assets, properties, capital stock or business of any other Person, capital expenditures, or commitments for the same, other than in the Ordinary Course of Business and the total purchase price of which does not exceed \$500,000 in the aggregate;

(xi) cancelled, or agreed to cancel, any material Indebtedness or other material obligation owing to the Group Companies other than in the Ordinary Course of Business;

(xii) waived, or agreed to waive, any material rights or claims of the Group Companies other than in the Ordinary Course of Business;

(xiii) declared or made any distribution of property (other than cash) to Sellers with respect to their capital stock, or purchased or redeemed any shares of their capital stock other than in the Ordinary Course of Business;

(xiv) entered into, extended, renewed or terminated any Material Contract, Material Government Contract or Real Property Lease other than in the Ordinary Course of Business;

(xv) suffered any damage, destruction, or casualty loss (whether or not covered by insurance) in excess of \$200,000;

(xvi) entered into any material amendment of any Material Contract other than in the Ordinary Course of Business;

(xvii) (A) received a written notice or threat (that was not subsequently withdrawn) of termination or nonrenewal by the other party, with respect to any Material Contract, or (B) failed to renew a Material Contract other than in the Ordinary Course of Business;

(xviii) made any material change in any of its business policies, including advertising, distributing, marketing, pricing, purchasing, personnel, sales, returns, budget, product acquisition, or sale policies other than in the Ordinary Course of Business;

(xix) made any illegal payment or rebates; or

(xx) committed to do any of the foregoing.

3.8 Legal Proceedings Except as set forth on Section 3.8 of the Company Disclosure Schedule, as of the date hereof, there are no pending or, to the Knowledge of the Company, threatened, material Legal Proceedings against any Group Company. As of the date hereof, there is no pending material Order imposed upon any of the Group Companies. None of the Group Companies has any suit, litigation, arbitration, claim, charge, grievance, action or proceeding pending against any Governmental Authority or other Person.

3.9 Compliance with Laws; Permits.

(a) Except as set forth on Section 3.9(a) of the Company Disclosure Schedule, each Group Company is in compliance with all Laws applicable to their respective businesses or operations, except for such instances of noncompliance that would not, individually or in the aggregate, result in a material liability to the Group Companies, taken as a whole. Between the Balance Sheet Date and the date hereof, no Group Company has received any written notice of, or been formally charged by a Governmental Authority with, the violation of any Laws.

(b) Except as set forth on Section 3.9(b) of the Company Disclosure Schedule, the Group Companies have obtained all Permits that are required for the operation of their respective businesses as presently conducted, other than any such Permits that, if not held by the Group Companies, would, individually or in the aggregate, result in a material liability to the Group Companies.

(c) Without limiting the generality of the foregoing, the Group Companies are in compliance in all material respects and have, during all periods for which any applicable statute of limitations has not expired, complied in all material respects with, the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and any other applicable non-U.S. anti-corruption laws and regulations; applicable Laws related to the imposition of economic sanctions or embargoes by the U.S. Government, including all regulations, laws and policies administered by the U.S. Department of Treasury, Office of Foreign Assets Control; and applicable U.S. export controls, including the Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security.

(d) None of the representations and warranties contained in this Section 3.9 shall be deemed to relate to tax matters (which are governed by Section 3.10), environmental matters (which are governed by Section 3.12), government contract matters (which are governed by Section 3.14), employee benefits matters (which are governed by Section 3.17) or employment matters (which are governed by Section 3.18).

3.10 Taxes. Except as set forth on Section 3.10 of the Company Disclosure Schedule:

(a) The Group Companies have prepared and timely filed, or caused to be prepared and timely filed, with the appropriate Governmental Authorities, all Tax Returns required to be filed with respect to any or all of the Group Companies, taking into account any extensions of time to file. None of the Group Companies is currently the beneficiary of any extension of time within which to file any Tax Return. Such Tax Returns are (or, if to be filed, will be) true, complete and correct in all material respects.

(b) The Group Companies have timely paid, or caused to be timely paid, all material Taxes (whether or not shown as due and payable on such Tax Returns) with respect to the Group Companies. The Group Companies have complied with all applicable Tax Laws and other Laws administered by any Governmental Authority responsible for Taxes, including employment Taxes and with respect to currency transactions and foreign bank account reporting relating to the payment and withholding of Taxes and withheld and timely paid to the appropriate Governmental

Authority responsible for Taxes all Taxes required to have been withheld and paid by it in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or third party, and the Group Companies have properly received and maintained any and all material certificates, forms and other documents required by applicable Tax Law for any exemption from withholding or remitting any such Taxes.

(c) No deficiencies for any Taxes have been proposed, asserted or assessed in writing against any Group Company that are still pending.

(d) None of the Group Companies has waived (and is not subject to a waiver of) any statute of limitations in respect of assessment of any Taxes nor has it agreed to (and is not subject to) any extension of time with respect to a Tax assessment or deficiency (other than by virtue of extensions of time to file Tax Returns obtained in the Ordinary Course of Business). There is no power of attorney in respect of Taxes granted by any of the Group Companies that is currently in force.

(e) To the Knowledge of the Company, no Tax Return filed by the Group Companies is under current examination by any Governmental Authority. There is no audit, examination, matter in controversy, proposed adjustment, refund litigation, claim, or other action currently pending, or to the Knowledge of any of the Group Companies, proposed or threatened in writing against, or with respect to, any of the Group Companies in respect of any Taxes. No written claim for unpaid Taxes has been proposed or asserted by a Governmental Authority against or with respect to any of the Group Companies. All Tax deficiencies asserted, or assessments made, by any Governmental Authority against a Group Company as a result of any examinations by such Governmental Authority responsible for Taxes have been fully paid.

(f) No claim has ever been made in writing by any Governmental Authority responsible for Taxes in a jurisdiction where the Group Companies do not file Tax Returns that any of them is or may be subject to taxation by that jurisdiction or must file Tax Returns in such jurisdiction.

(g) There are no Liens with respect to Taxes upon any of the assets or properties of the Group Companies, except for Permitted Liens.

(h) No Group Company is nor has it been, a party to, or a promoter of, a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b).

(i) The Group Companies have provided to Parent true, correct and complete copies of all federal, state, local and foreign income, franchise, and similar Tax Returns filed by or with respect to each Group Company, and all examination reports and all statements of deficiencies assessed against, or agreed to by, any of the Group Companies, in each case for taxable periods beginning after December 31, 2014.

(j) The unpaid Taxes not yet due and payable owed by or with respect to, as the case may be, each Group Company: (i) did not, as of the Balance Sheet Date, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences

between book and Tax income), and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of any Group Company in filing its Tax Returns. Since the Balance Sheet Date no Group Company has incurred any liability for Taxes outside the Ordinary Course of Business and all Taxes not yet due and payable for a Pre-Closing Tax Period have been accrued and adequately disclosed and fully provided for in accordance with GAAP on the Financial Statements provided to Parent.

(k) No Group Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of (i) any change in method of accounting for a Pre-Closing Tax Period; (ii) any closing agreement described in Section 7121 of the Code (or similar provision of state, local or foreign Law); (iii) any installment sale or open sale transaction disposition made in a Pre-Closing Tax Period; (iv) any prepaid amount received in a Pre-Closing Tax Period; (v) any election by the Company under Section 108(i) of the Code; (vi) any intercompany transaction or excess loss account described in Treasury regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law); or (vii) any other action taken outside of the Ordinary Course of Business for the purpose of deferring a Tax from a Pre-Closing Tax Period to a period following the Closing Date.

(l) Each Group Company has the U.S. federal income tax classification set forth on Section 3.10(l) of the Company Disclosure Schedule.

(m) The Group Companies have no liability for Taxes of any Person (other than the Group Companies) (i) under Treasury Regulations Section 1.1502-6 (or any corresponding or similar provision of state, local, or foreign Law), or (ii) as transferee or successor.

(n) None of the Group Companies is a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(o) No private letter rulings, technical advice memoranda or similar agreement or rulings have ever been requested, entered into or issued by any Governmental Authority responsible for Taxes with respect to any of the Group Companies.

(p) No Group Company is a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(q) None of the Group Companies has been a "distributing corporation" or a "controlled corporation" in connection with a distribution intended to be governed by Section 355 of the Code within the five-year period ending on the date of this Agreement.

(r) Other than as set forth on Section 3.10(r) of the Company Disclosure Schedule, no Group Company is subject to Tax, is engaged in business or has a permanent establishment in, any other country other than the country in which it was formed. None of the Group Companies has entered into a gain recognition agreement pursuant to Treasury Regulations Section 1.367(a)-8. None of the Group Companies has transferred an intangible, the transfer of which would be subject to the rules of Section 367(d) of the Code.

(s) No entity classification election has been filed at any time with respect to any of the Group Companies that was formed in a jurisdiction within the United States.

(t) Other than as set forth on Section 3.10(t) of the Company Disclosure Schedule, for the period commencing on the first day of any Straddle Period and ending at the close of business on the Closing Date, no non-U.S. Group Company has any item of income which would constitute subpart F income within the meaning of Section 952 of the Code.

(u) The Group Companies have complied with all material transfer pricing rules.

(v) The representations set forth in this Section 3.10 and Section 3.17 are the only representations in this Agreement with respect to Taxes of the Group Companies and, except with respect to Section 3.10(k), shall only apply to taxable periods ending on or prior to the Closing Date and portions of Straddle Periods up to and including the Closing Date.

3.11 Title to Properties.

(a) No Group Company owns any real property.

(b) Section 3.11(b) of the Company Disclosure Schedule sets forth a list of all real property leased, or subleased to, or otherwise used or occupied by any Group Company (the "Leased Real Property") pursuant to leases, subleases and occupancy agreements thereof (individually, a "Real Property Lease").

(c) Except as disclosed on Section 3.11(c) of the Company Disclosure Schedule:

(i) each Real Property Lease is a legal, valid and binding obligation of the Group Company party thereto (except (i) as enforceability may be limited by applicable Equitable Principles or (ii) where the failure to be legal, valid, or binding would not, individually or in the aggregate, result in a material liability to the Group Companies) and, assuming the due authorization and execution by any other party thereto, is in full force and effect; and

(ii) no Group Company (A) is in material default under any Real Property Lease, or (B) has any Knowledge of any current default by any other party to any Real Property Lease.

3.12 Environmental Matters.

(a) Except as set forth on Section 3.12(a) of the Company Disclosure Schedule:

(i) The Group Companies are in compliance with all Environmental Laws applicable to them or their respective businesses or operations, except where the failure to be in compliance would not, individually or in the aggregate, result in a material liability to the Group Companies.

(ii) (A) The Group Companies maintain all Permits that are required under Environmental Laws for the operation of their respective businesses as presently conducted (collectively, the "Environmental Permits") and (B) the Group Companies are not in default or violation of any term, condition or provision of any Environmental Permit, except in the case of clauses (A) and (B), as would not, individually or in the aggregate, result in a material liability to the Group Companies.

(iii) Since the Balance Sheet Date, the Group Companies have not received any written notice of a Legal Proceeding or Order alleging that any of the Group Companies are in material violation of or have any material liability for cleanup or remediation of Hazardous Materials under any Environmental Law.

(b) This Section 3.12 sets forth the sole and exclusive representations and warranties of the Group Companies under this Agreement with respect to Environmental Permits, Environmental Laws, Hazardous Materials, or other environmental matters.

3.13 Material Contracts.

(a) Excluding Government Contracts, Section 3.13(a) of the Company Disclosure Schedule sets forth a list of all of the following Contracts as of the date of this Agreement (other than (A) any such Contract solely by or between the Group Companies, (B) purchase or sale orders entered into in the Ordinary Course of Business or (C) confidentiality or non-disclosure Contracts entered into in the Ordinary Course of Business) to which any Group Company is a party or by which it is bound (collectively, the "Material Contracts"):

(i) Contracts with each current officer or director, or current employee of a Group Company who receives annual compensation (excluding bonus and commissions) in excess of \$200,000;

(ii) Contracts entered into since the Balance Sheet Date relating to the acquisition by a Group Company of any operating business, or the equity interests of any other Person;

(iii) Contracts for or relating to the making of any material loans to another Person;

(iv) Contracts that involved in 2018, or are forecasted by the Company to involve in 2019, (A) payment to a Group Company or (B) payment by a Group Company, in either case, of more than \$500,000 for any individual Contract, which are not terminable by such Group Company without penalty on 90-days' or less notice;

(v) Contracts under which any Group Company is a lessee or lessor of any tangible property (other than real property), except for any such Contract that is characterized as an operating lease under which the aggregate annual rental payments do not exceed \$200,000;

(vi) Contracts containing covenants of a Group Company prohibiting or materially limiting the right of any of the Group Companies to compete in any line of material business or prohibiting or restricting their ability to conduct material business with any Person in any geographic area;

(vii) Contracts for material joint venture agreements with any Person (other than a Group Company); and

(viii) Contracts relating to the incurrence, assumption or guarantee of any Indebtedness or imposing a Lien (other than Permitted Lien) on any of the assets of the Company or any Operating Subsidiary, including indentures, guarantees, loan or credit agreements (except for (A) those being terminated or cancelled in connection with the Closing and (B) security agreements ancillary to any Lease of personal property with respect to the property so Leased).

(b) Except as set forth on Section 3.13(b) of the Company Disclosure Schedule, each Material Contract is in full force and effect and is a legal, valid, and binding obligation of the Group Company party thereto and, to the Knowledge of the Company, the other party or parties thereto, except (i) as enforceability may be limited by applicable Equitable Principles or (ii) where the failure to be legal, valid binding or enforceable would not, individually or in the aggregate, result in a material liability to the Group Companies, taken as a whole.

3.14 Government Contracts.

(a) Section 3.14(a) of the Company Disclosure Schedule sets forth a list of each active Government Contract that had annual revenue in 2018, or is forecasted by the Company to have annual revenue in 2019, in excess of \$500,000 and the name of the customer (each, a "Material Government Contract" and, collectively, the "Material Government Contracts").

(b) Except as set forth on Section 3.14(b) of the Company Disclosure Schedule, since January 1, 2017, with respect to each Material Government Contract or material Government Bid, (i) the Group Companies have complied in all respects with all material terms and conditions thereof; (ii) no written notice has been received by any Group Company, or, to the Knowledge of the Company, threatened, asserting that the Company, any of its Subsidiaries or any director, officer or employee of the Company or any of its Subsidiaries, is in material breach or violation of any Law or contractual requirement (other than pursuant to routine audits conducted pursuant to such

Law or contractual requirement); and (iii) no written notice of termination, cure notice or show-cause notice has been received by any Group Company.

(c) Except as set forth on Section 3.14(c) of the Company Disclosure Schedule, since January 1, 2017, no Governmental Authority nor any prime contractor, subcontractor or vendor has asserted in writing any claim or initiated any dispute proceeding against the Company or any of its Subsidiaries relating to Material Government Contracts or material Government Bids, nor is the Company or any of its Subsidiaries asserting in writing any claim or initiating any dispute proceeding directly or indirectly against any such party concerning any Material Government Contract or material Government Bid.

(d) Neither (i) the Company, its Subsidiaries nor any of its or their stockholders, members, officers or directors, nor (ii) to the Knowledge of the Company, any of its or their employees is debarred, suspended, deemed non-responsible or otherwise excluded from participation in the award of any Material Government Contract or for any reason listed on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs nor, to the Knowledge of the Company, is there any pending debarment, suspension or exclusion proceeding that has been initiated against the Company or any of its Subsidiaries or any of its or their predecessors, stockholders, members, officers, directors, managers or employees.

(e) This Section 3.14 sets forth the sole and exclusive representations and warranties of the Group Companies under this Agreement with respect to government contracts matters.

3.15 Personal Property. Except as set forth in Section 3.15 of the Company Disclosure Schedule, each of the Group Companies has good and valid title to (or a valid leasehold interest in) the tangible personal property currently used in the conduct of the business of such Group Company (other than items of tangible personal property that individually or in the aggregate are immaterial to the operation of such business), and such title or leasehold interests are free and clear of all Liens (other than Permitted Liens). All items of tangible personal property that are material to the operation of the business of the Group Companies are in satisfactory operating condition and repair (ordinary wear and tear excepted).

3.16 Intellectual Property.

(a) Except as set forth on Section 3.16(a) of the Company Disclosure Schedule, to the Knowledge of the Company, all material Intellectual Property that is used in or necessary to the conduct of business of the Group Companies as currently conducted is either (i) owned by a Group Company (such Intellectual Property, "Owned Intellectual Property"), or (ii) licensed to a Group Company for its use, except, in each case, where a failure to so own or license such Intellectual Property would not, individually or in the aggregate, result in a material liability to the Group Companies.

(b) Section 3.16(b) of the Company Disclosure Schedule sets forth a list of (i) all material registrations and applications for registration or issuance with a Governmental Authority of any Owned Intellectual Property, including all: (A) registered trademarks, including applications

therefor; (B) patents, including applications therefor; (C) registered copyrights, including applications therefor; and (D) all internet domain names, in each of the above cases as currently owned by the Group Companies (collectively, the "Scheduled IP"), and (ii) social media accounts and user names in connection therewith. To the Knowledge of the Company, the Scheduled IP is subsisting and in full force and effect.

(c) To the Knowledge of the Company, except as set forth on Section 3.16(c) of the Company Disclosure Schedule, (i) the Group Companies, in the current operation of their business, have not in the past six (6) years infringed, violated or misappropriated any Intellectual Property of any third party, except for any infringement, violation or misappropriation that would not, individually or in the aggregate, result in a material liability to the Group Companies, and (ii) no third party is infringing, violating, or misappropriating any Owned Intellectual Property. Except as set forth on Section 3.16(c) of the Company Disclosure Schedule, the Group Companies have not received in the past two years any written notice (i) regarding the infringement, misappropriation or other violation of any Intellectual Property of any Person claiming that use of any Owned Intellectual Property infringes the Intellectual Property rights of any such Person or (ii) challenging the validity, enforceability, ownership or use of any Owned Intellectual Property (including cease and desist letters or invitations to take a license), or (iii) trademark oppositions, cancellation or invalidation actions of the Owned Intellectual Property, except as would not, individually or in the aggregate, result in a material liability to the Group Companies. Except as set forth on Section 3.16(c) of the Company Disclosure Schedule, the Group Companies do not have any pending claims against Persons alleging infringement of the Owned Intellectual Property or oppositions or cancellation actions against third-party trademark applications.

(d) Section 3.16(d)(i) of the Company Disclosure Schedule separately lists and identifies all Software that is owned by the Group Companies (the "Company Software"). The Group Companies employed commercially reasonable efforts to ensure that all material source code for the Company Software is documented in accordance with general software industry standards. Except as set forth on Section 3.16(d)(ii) of the Company Disclosure Schedule, all right, title and interest in and to the Company Software is owned by a Group Company free and clear of all Liens except for Permitted Liens. The Company Software performs in all material respects in accordance with the documentation and other written materials related thereto and, to the Knowledge of the Company, is free from any disabling codes or instructions and any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines or hardware components that permit unauthorized access or the unauthorized disruption, impairment, disablement or erasure of such Company Software.

(e) Except for shrink-wrap licenses and other licenses for Commercial-Off-The-Shelf Software, or standard licenses granted to the Company's customers in the Ordinary Course of Business, Section 3.16(e) of the Company Disclosure Schedule sets forth a complete list of all licenses under which any Group Company is a licensor or licensee or otherwise is authorized to use any material Intellectual Property ("Licensed Intellectual Property"). All such licenses are in full force and effect, and are binding obligations of the Group Company party thereto and, to the Knowledge of the Company, the other party or parties thereto, except (i) as enforceability may be limited by applicable Equitable Principles or (ii) where the failure to be legal, valid, binding or

enforceable would not have a Company Material Adverse Effect. Except as set forth in Section 3.16(e) of the Company Disclosure Schedule, no Group Company that is a party to such license is in default under any such license, and to the Knowledge of the Company, no other party or parties to any such license is in default thereunder. Except as set forth in Section 3.16(e) of the Company Disclosure Schedule, the Group Companies are not bound by or a party to any agreement materially restricting their use of any Owned Intellectual Property.

(f) The Group Companies have taken commercially reasonable efforts to maintain the secrecy of their trade secrets. To the Knowledge of the Company, no trade secret material to the business of the Group Companies as presently conducted has been authorized to be disclosed or has been actually disclosed by any Group Company other than pursuant to a binding and enforceable nondisclosure agreement or other obligation of confidentiality restricting the disclosure and use of the trade secrets.

(g) The Owned Intellectual Property and the Licensed Intellectual Property constitute all of the material Intellectual Property necessary for the conduct of the Group Companies' businesses as conducted on the date of this Agreement and as of the Closing Date.

3.17 Employee Benefit Plans.

(a) Section 3.17(a) of the Company Disclosure Schedule sets forth a list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, Code Section 125 cafeteria, fringe benefit and other similar agreement, plan, policy or program (and any amendments thereto), in each case whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, all benefit plans as defined in Section 6039D of the Code, (each a Benefit Plan) and, collectively, the "Benefit Plans") whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Group Companies for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Group Companies or any spouse or dependent of such individual, or under which the Group Companies have any Liability, contingent or otherwise. To the Knowledge of the Company, the Group Companies do not maintain, sponsor, or contribute to any "employee benefit plan" within the meaning of Section 3(3) of ERISA that has not been reduced to writing.

(b) With respect to each Benefit Plan, the Company has provided or made available to Parent accurate, current and complete copies of each of the following, to the extent applicable: (i) the plan document and all amendments thereto; (ii) the most recent summary plan description (and any summaries of material modifications with respect thereto); (iii) the most recent annual report on Form 5500 (with schedules and attachments); and (iv) the most recent IRS opinion or determination letter; (v) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect; (vi) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the IRS and any

legal opinions issued thereafter with respect to such Benefit Plan's continued qualification; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the two most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material notices, letters or other correspondence received during the preceding three (3) years from the IRS, Department of Labor, Department of Health and Human Services, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan. Each Benefit Plan may be terminated by the Company or an ERISA Affiliate, as applicable at any time without any liability, cost or expense, other than costs and expenses that are customary in connection with the termination of a Benefit Plan or payments required pursuant to the terms of such Benefit Plan. The Company has separately identified on Section 3.17(b) of the Company Disclosure Schedule (1) each Benefit Plan that contains a change in control provision and (2) each Benefit Plan that is maintained, sponsored, contributed to, or required to be contributed to by the Company primarily for the benefit of employees outside of the United States (a "Non-U.S. Benefit Plan").

(c) Except as set forth on Section 3.17(c) of the Company Disclosure Schedule, (i) no Benefit Plan is subject to Title IV of ERISA or Section 412 of the Code, and (ii) no Benefit Plan is a "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA. Except for Permitted Liens, to the Company's Knowledge, no Lien exists with respect to any of the Assets which were imposed pursuant to the terms of the Code or ERISA.

(d) With respect to each Benefit Plan, (i) such Benefit Plans have been operated in compliance in all material respects with ERISA, the Code and all Laws applicable to such Benefit Plans, and each Benefit Plan has been administered in a material respect in accordance with its terms; and (ii) all contributions to and payments from each Benefit Plan have been timely made under the requirements of all applicable Laws and the terms of the Benefit Plan, or to the extent any contributions are not yet due, have been adequately accrued on the Company Financial Statements to the extent required by GAAP, in each case except where the foregoing would not be reasonably expected to have a Company Material Adverse Effect. All Non-U.S. Benefit Plans that are intended to be funded and/or book-reserved are funded and/or book-reserved, as appropriate, based upon reasonable actuarial assumptions.

(e) No claim, Legal Proceeding, investigation, audit or other action (other than routine claims for benefits in the Ordinary Course of Business) is pending, or to the Knowledge of the Company, threatened against any Benefit Plan that could result in material liability to the Group Companies.

(f) Except as set forth on Section 3.17(f) of the Company Disclosure Schedule, none of the Benefit Plans provide retiree health or welfare insurance benefits to any current or former employee of the Company or its Subsidiaries, except as may be required by Section 4980B of the Code, Part 6 of Subtitle B of Title I of ERISA or any similar Law requiring group health plan continuation coverage. The Company does not have any current or future obligation or liability with respect to a Benefit Plan pursuant to the provisions of a collective bargaining agreement.

(g) Except as set forth on Section 3.17(g) of the Company Disclosure Schedule, neither the execution of this Agreement nor any of the Transactions will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer,

employee, independent contractor or consultant of the Company to severance pay or any other payment under any Benefit Plan; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual under any Benefit Plan; (iii) limit or restrict the right of the Company to merge, amend, or terminate any Benefit Plan; (iv) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; (v) result in any payment under any Benefit Plan that could constitute "excess parachute payments" within the meaning of Section 280G(b) of the Code; or (vi) require a "gross-up" payment to any "disqualified individual" within the meaning of Section 280G(c) of the Code. The Company has made available to Parent true and correct copies of the Section 280G calculations prepared with respect to any disqualified individual in connection with the Transactions.

(h) Each Benefit Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Code (a "Qualified Plan") is, and has been during the period from its adoption to date hereof, been covered by a favorable determination letter (or opinion letter, if applicable) from the IRS stating that such Qualified Plan is so qualified and each amendment thereto have been timely obtained, and, to the Knowledge of the Company, nothing has occurred that could reasonably be expected to adversely affect the qualified status of any Qualified Plan. To the Knowledge of the Company, nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject the Company to a penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980H of the Code.

(i) All required reports, documents and plan descriptions of the Benefit Plans have been, in all material respects, timely filed with the IRS and Department of Labor, as applicable, and/or, as appropriate, provided to participants in the Benefit Plans. True and complete copies of all such reports and other documents with respect to the past three (3) years for each Plan have been provided to Parent.

(j) Each Benefit Plan and any related trust has been established, administered and maintained in accordance in all material respects with its terms and in compliance in all material respects with all applicable Laws, including ERISA and the Code.

(k) There have been no terminations, partial terminations or discontinuances of contributions to any Qualified Plan during the preceding five (5) years without notice to and approval by the IRS and payment of all obligations and liabilities attributable to such Qualified Plan.

(l) Each Benefit Plan complies with and has been maintained in accordance with the requirements of Section 409A(a)(2), (3), and (4) of the Code and any U.S. Department of Treasury or Internal Revenue Service guidance issued thereunder applicable to such Benefit Plan, except where the failure to do so would not be reasonably expected to have a Company Material Adverse Effect. The Company does not have any obligation to gross up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

(m) The Company has complied with the continuation coverage provisions of COBRA and any applicable state laws mandating health insurance continuation coverage for employees, except where the failure to do so would not be reasonably expected to have a Company Material Adverse Effect.

(n) No "reportable event" (as defined in Section 4043 of ERISA) has occurred and is continuing with respect to any Benefit Plan. Neither the Company nor any ERISA Affiliate has engaged in any prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, in connection with any Benefit Plan for which exemption was not available.

(o) Notwithstanding any other provision of this Agreement to the contrary, this Section 3.17 contains the sole and exclusive representation and warranties of the Company with respect to employee benefit matters.

3.18 Labor.

(a) No Group Company is a party to any labor or collective bargaining agreement in respect of any employee or group of employees of the Group Companies. Except as set forth on Section 3.18(a) of the Company Disclosure Schedule, (i) there are no, and within the period starting on the Balance Sheet Date and ending on the date hereof, there have been no, material strikes, work stoppages, work slowdowns, lockouts, picketing or other material labor disputes pending or, to the Knowledge of the Company, threatened against any Group Company, and (ii) there are no material unfair labor practice charges, grievances or complaints pending or, to the Knowledge of the Company, threatened by or on behalf of any employee or group of employees of any of the Group Companies against any of the Group Companies before a Governmental Authority.

(b) Section 3.18(b) of the Company Disclosure Schedule sets forth a list of all employees of the Company as of the date that is two (2) Business Days prior to the date hereof, including each employee's name, title, date of hire and employment status (active or inactive). The Company has provided to Parent a true and complete list of each employee's current base salary (or wages), target bonus, and other cash incentive compensation.

(c) Except as set forth on Section 3.18(c) of the Company Disclosure Schedule, no bonus, incentive compensation, deferred compensation, change of control, termination, severance, golden parachute, deal bonus, or similar payments ("Change of Control Payments") will become payable to any Group Company employee solely as a result of the Merger.

(d) Since January 31, 2016, the Group Companies have withheld or caused to be withheld all amounts required by any Law or by agreement to be withheld from the wages, salaries, and other payments to the Group Companies' current and former employees and, the Group Companies are not liable for any arrearages of employee compensation (including wages, salaries, commissions, bonuses, or other compensation) or any penalty for failure to comply with any of the foregoing, including any state law regarding the timely payment of employee compensation (or, if any arrearages, penalty, or interest were assessed against the Group Companies regarding the foregoing, it has been fully satisfied). To the Company's Knowledge, the Group Companies are not liable for any payment to any trust or other fund or to any Governmental Authority with respect to

unemployment compensation benefits, social security benefits, or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistent with past practice).

(e) To the Company's Knowledge, all Persons characterized and treated by the Group Companies as independent contractors or consultants are properly treated as independent contractors under all applicable Laws, and all employees of the Group Companies classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified in all material respects. Section 3.18(e) of the Company Disclosure Schedule identifies all Persons treated by the Group Companies as independent contractors or consultants.

(f) Except as set forth on Section 3.18(f) of the Company Disclosure Schedule, there are no (i) pending claims against any Group Company under any workers' compensation plan or policy or for long-term disability or (ii) Group Company employees currently absent from work, or who have given notice of impending absence from work, in each case apart from or beyond any accrued personal time off, pursuant to any job-protected leave under a Group Company policy or applicable Law, including the Family and Medical Leave Act or the Uniformed Services Employment and Reemployment Rights Act.

(g) To the Company's Knowledge, all releases of employment claims in favor of any Group Company obtained from current or former employees during the three (3)-year period preceding the date of this Agreement and as of the Closing Date, if any, are effective and binding to release all employment claims for each such employee.

(h) To the Company's Knowledge, no current Group Company employee is subject to noncompetition or nonsolicitation covenants benefiting a third party, which limit, or would reasonably be expected to limit, the employee's ability to perform any services for a Group Company as part of his or her employment.

(i) This Section 3.18 constitutes the sole and exclusive representations and warranties of the Group Companies with respect to employment or labor matters.

3.19 Privacy; Business Systems; and Data Security.

(a) Each Group Company materially complies with Applicable Privacy and Security Laws, and with privacy and information security obligations to which it is subject under contract, privacy policy, or online terms of use. The Company maintains policies and procedures that materially comply with (i) Applicable Privacy and Security Laws and (ii) privacy and information security obligations to its customers, data subjects or other Persons, under contract, privacy policy, or online terms of use. Except as set forth on Section 3.19 of the Company Disclosure Schedule, to the Company's Knowledge, no Group Company has received any written notice from any Governmental Authority that it is under investigation for a material violation of any of the Applicable Privacy and Security Laws.

(b) The Group Companies own or have a valid and enforceable right to use all material internal-use Software and all firmware, computer hardware, networks, interfaces, telecommunications systems and related systems used by the Group Companies (collectively, the "Business Systems") are sufficient for the needs of their business as currently conducted. To the Company's Knowledge, in the last eighteen (18) months, there has been (i) no material disruption, interruption or outage to any material Business System, (ii) no material part of the Business Systems has been prone to material malfunction or error and (iii) no unauthorized material breaches of the security of the Business Systems. The Group Companies have safeguarded their Business Systems with information security controls, and disaster recovery and business continuity policies and practices and such controls, policies and practices are adequate to meet the needs of the business of the Group Companies as presently conducted.

3.20 Security Clearance. Except as may be prohibited by the Industrial Security Manual, Section 3.20 of the Company Disclosure Schedule sets forth all facility and personnel security clearances, and all personnel security clearances held by any officer, director, employee, consultant or agent of the Group Companies. To the Knowledge of the Company, there is no proposed or threatened termination of any such facility or personnel security clearances other than terminations arising in the ordinary course of business, including, but not limited to: personnel no longer needing access to classified information; a secure facility no longer being needed; personnel leaving a position for which the clearance was originally intended; or routine reviews of security clearances under the Industrial Security Manual.

3.21 Transactions With Related Parties. Except as set forth on Section 3.21 of the Company Disclosure Schedule, no present officer, director, member or stockholder of any of the Group Companies, nor any Affiliate of any Group Company (each a "Related Party"), is currently a party to any transaction or Contract with a Group Company, other than (i) employment or consulting agreements entered into with individuals in the Ordinary Course of Business, (ii) Contracts with respect to the acquisition by, or merger with, a Group Company, where the seller or surviving company (or an Affiliate of the seller or surviving company) thereunder became a Related Party in connection with such transaction, (iii) Contracts entered into in the Ordinary Course of Business on an arm's length basis and (iv) Contracts which will be terminated at or prior to Closing.

3.22 Insurance. Section 3.22 of the Company Disclosure Schedule contains a list of all material insurance policies owned or held by or on behalf of the Group Companies as of the date of this Agreement (the "Insurance Policies"). As of the date of this Agreement, all Insurance Policies are in full force and effect and the Group Companies have complied in all material respects with the provisions of such policies. All premiums due and payable on the Insurance Policies have been paid as of the date hereof. As of the date hereof, neither the Company nor any of the Operating Subsidiaries have received a written notice of cancellation of any Insurance Policy.

3.23 Corporate Records. The stock records and minute books of the Group Companies that have been made available to Parent are true and correct. Section 3.23 of the Company Disclosure Schedule sets forth, with respect to the Company, (a) its jurisdiction of organization and (b) each of the jurisdictions in which it is otherwise registered or qualified to do business. The Company was originally incorporated under the name of Gandalf Holdings, Inc. Section 3.23 of the Company Disclosure Schedule sets forth, with respect to each Operating Subsidiary, each of the jurisdictions in which it is registered or qualified to do business other than its jurisdiction of organization.

3.24 Financial Advisors. With the exception of Spurrier Capital Partners and certain parties to the Management Services Agreement (whose fees shall be included in the Transaction Expenses), no Person (i) has acted, directly or indirectly, as a broker, finder, agent, investment banker or financial advisor for the Sellers, the Group Companies and (ii) is entitled to any fee or commission or like payment based on the arrangements made by the Sellers, the Company or any of the Operating Subsidiaries in connection with the Transaction.

3.25 LIMITATIONS OF REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III (AS MODIFIED, SUBJECT TO THE LIMITATIONS AND QUALIFICATIONS SET FORTH SECTION 11.2(d) IN EACH CASE, BY THE COMPANY DISCLOSURE SCHEDULE), THE COMPANY MAKES NO, AND HAS NOT AUTHORIZED ANY OF ITS AFFILIATES TO MAKE, EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPANY, OTHER GROUP COMPANIES OR THE TRANSACTION, AND THE COMPANY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY THE COMPANY, ANY AFFILIATE OF THE COMPANY OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES AND IF MADE, SUCH REPRESENTATION OR WARRANTY MAY NOT BE RELIED UPON BY PARENT, MERGER SUB OR ANY OF THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY OF ITS AFFILIATES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III (AS MODIFIED, SUBJECT TO THE LIMITATIONS AND QUALIFICATIONS SET FORTH SECTION 11.2(d) IN EACH CASE, BY THE COMPANY DISCLOSURE SCHEDULE), THE COMPANY HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, OPINION, PROJECTION, FORECAST, STATEMENT, MEMORANDUM, PRESENTATION, ADVICE OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO PARENT, MERGER SUB OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, PROJECTION, FORECAST, STATEMENT, MEMORANDUM, PRESENTATION, ADVICE OR INFORMATION THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PARENT OR MERGER SUB OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT, OR REPRESENTATIVE OF THE COMPANY OR ANY OF ITS AFFILIATES, INCLUDING ANY INFORMATION MADE AVAILABLE IN ANY ELECTRONIC ROOM HOSTED BY THE COMPANY OR ANY OF ITS REPRESENTATIVES IN CONNECTION WITH THE TRANSACTION). THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO PARENT

OR MERGER SUB REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE BUSINESS CONDUCTED BY THE GROUP COMPANIES.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB**

Except as set forth on the disclosure schedule delivered by Parent to the Representative and the Company concurrently with entry into this Agreement (the "Parent Disclosure Schedule"), which are subject to the limitations and qualifications set forth in Section 11.2(d), Parent and Merger Sub hereby represents and warrants to the Company as of the date hereof as follows:

4.1 Organization and Power. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Merger Sub is a Delaware corporation duly organized, validly existing and in good standing under the Laws of State of Delaware. Each of Parent and Merger Sub has the requisite corporate power and authority to execute and deliver each Transaction Agreement to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. Each of Parent and Merger Sub has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Each of Parent and Merger Sub is duly licensed or qualified to do business in each jurisdiction in which the nature of its business or the character or location of any properties or assets owned or leased by it makes such licensing or qualification necessary, except for those jurisdictions where the failure to be so licensed or qualified would not have, individually or in the aggregate, a Parent Material Adverse Effect.

4.2 Authorization of Agreement. The execution and delivery of the Transaction Agreements to which it is a party and the performance of its obligations thereunder have been duly authorized by the requisite corporate action on the part of each of Parent and Merger Sub. No other proceeding on the part of either Parent or Merger Sub (including by its respective equityholders) is necessary to authorize the Transaction Agreements to which it is a party or to consummate the Transactions. This Agreement has been, and each of the other Transaction Agreements to which it is a party will be, duly and validly executed and delivered by each of Parent and Merger Sub and (assuming the due authorization, execution and delivery by the other parties thereto) constitute or, with respect to such other Transaction Agreement will upon execution and delivery each constitute, the legal, valid and binding obligations of Parent or Merger Sub, as applicable, enforceable against it in accordance with its terms, subject to applicable Equitable Principles.

4.3 Conflicts; Consents of Third Parties.

(a) Assuming all Governmental Approvals contemplated by Section 4.3(b) have been obtained and are effective and all applicable waiting periods have expired or been terminated and all filings and notifications described in Section 3.3(b) of the Company Disclosure Schedule have been made, none of the execution, delivery and performance by either Parent or Merger Sub of the Transaction Agreements to which it is a party, or the consummation of the Transaction by Parent and Merger Sub, will conflict with, violate or constitute a default (with or without notice or lapse of time, or both) under or give rise to a right of termination, acceleration, modification or cancellation under any provision of (A) the Organizational Documents of Parent or Merger Sub, as

applicable; (B) any Contract or Permit which Parent or Merger Sub or any of their Affiliates, as applicable, is a party to or bound by, or by which Parent's or Merger Sub's or any of their Affiliates', as applicable, properties or assets are bound; or (C) any Law applicable to Parent or Merger Sub or any of their Affiliates, as applicable, except, in the case of clauses (B) and (C), where such conflict, violation acceleration, termination, modification, cancellation or default, would not have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Except as set forth on Section 4.3(b) of the Parent Disclosure Schedule, no Governmental Approval is required on the part of either Parent or Merger Sub in connection with the execution and delivery by such Party of the Transaction Agreements to which it is a party, or the consummation of the Transactions by such Party, except for any Governmental Approval (i) described in Section 3.3(b) of the Company Disclosure Schedule or (ii) the failure of which to make or obtain would not have, individually or in the aggregate, a Parent Material Adverse Effect.

4.4 Legal Proceedings There are no pending or, to the knowledge of Parent or Merger Sub, threatened, Legal Proceedings against Parent or Merger Sub or their Affiliates that would have, individually or in the aggregate, a Parent Material Adverse Effect. There is no outstanding material Order imposed upon either Parent or Merger Sub or any of their assets or Affiliates, except for Legal Proceedings which, if adversely determined, would not have, individually or in the aggregate, a Parent Material Adverse Effect.

4.5 Financial Capability. Parent has, and will have as of the Closing, (i) sufficient cash on hand (without giving effect to any unfunded financing regardless of whether any such financing is committed) to pay the Merger Consideration and all related fees and expenses in connection with the Transactions, (ii) the resources and capabilities (financial and otherwise) to perform its obligations hereunder and (iii) has not incurred, and as of the Closing will not have incurred, any obligation, condition, commitment, restriction or liability of any kind that would impair or adversely affect such resources and capabilities.

4.6 Solvency. Upon consummation of the Merger, Parent and the Group Companies, on a consolidated basis, will not solely as a result of the consummation of such Transaction, (i) be insolvent or have incurred debts beyond their ability to pay such debts as they mature or (ii) have unreasonably small capital with which to engage in their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the Transaction with the intent to hinder, delay or defraud either present or future creditors of the Company or any of its Subsidiaries.

4.7 Investment. Parent is acquiring the equity securities of the Group Companies for its own account and for investment purposes and not with a view to the distribution thereof. Parent acknowledges that such equity securities have not been registered under the Securities Act or any state securities Law and Parent must bear the economic risk of its investment in such securities until and unless the offer and sale of such securities is subsequently registered under the Securities Act and all applicable state securities Laws or an exemption from such registration is applicable. Parent has conducted an examination of available information relating to the Group Companies and their respective businesses, Parent has such knowledge, sophistication and experience in business and financial matters that it is capable of evaluating an investment in such securities, and Parent can

bear the substantial economic risk of an investment in such securities for an indefinite period of time and can afford a complete loss of such investment.

4.8 Financial Advisors. Except as set forth on Section 4.8 of the Parent Disclosure Schedule, no Person has acted directly or indirectly, as a broker, finder, agent, investment banker or financial advisor for Parent, Merger Sub or their respective Affiliates and no Person is entitled to any fee or commission or like payment based on the arrangements made by Parent, Merger Sub or their respective Affiliates in connection with the Transaction.

4.9 No Other Representations and Warranties; No Reliance; Parent and Merger Sub Investigation.

(a) Each of Parent and Merger Sub acknowledges and agrees that, except as expressly set forth in ARTICLE II the Company makes no promise, representation or warranty, express or implied, relating to the Group Companies or any of their respective businesses, operations, assets, liabilities, conditions or prospects or the Transaction, including with respect to merchantability, fitness for any particular or ordinary purpose, or as to the accuracy or completeness of any information regarding any of the foregoing, or as to any other matter, notwithstanding the delivery or disclosure to Parent and/or Merger Sub or any of its Affiliates or representatives of any documents, opinions, projections, forecasts, statements, memorandums, presentations, advice or information (whether communicated orally or in writing), and any such other promises, representations or warranties, or liability or responsibility therefor, are hereby expressly disclaimed. In addition, each of Parent and Merger Sub acknowledges and agrees that it has not executed or authorized the execution of this Agreement in reliance upon any promise, representation or warranty not expressly set forth in ARTICLE III.

(b) In respect of this Agreement and the Transaction, neither Parent nor Merger Sub has relied or is relying on any document or written or oral information (including, but not limited to, the confidential information packet prepared by Spurrier Capital Partners), statement, representation or warranty furnished to or discovered by it or any of its Affiliates other than the representations and warranties set forth in this Agreement.

(c) Each of Parent and Merger Sub acknowledges that it has made its own inquiry and is relying on its own independent investigation and analysis in entering into the Transaction. Each of Parent and Merger Sub is knowledgeable about the industries in which the Company operates and is capable of evaluating the merits and risks of the Transaction. Each of Parent and Merger Sub has been afforded full access to the books and records, facilities and personnel of the Company for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of the Company.

**ARTICLE V
COVENANTS**

5.1 Conduct of Business Except as contemplated by this Agreement, from and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall, and shall cause each other Group Company to, except as set forth on Section 5.1 of the Company Disclosure Schedule or as consented to in writing by Parent (which consent shall not be unreasonably withheld, conditioned, or delayed):

(a) conduct its business in the Ordinary Course of Business (including any conduct that is reasonably related, complementary or incidental thereto);

(b) use commercially reasonable efforts to preserve substantially intact its business organization and to preserve the present commercial relationships with key Persons with whom it does business; and

(c) not do any of the following:

(i) make any capital expenditure, other than a capital expenditure pursuant to the capital expenditure budget previously provided to Parent, in excess of \$100,000 individually or \$300,000 in the aggregate;

(ii) take or omit to take any action that would reasonably be expected to result in a Company Material Adverse Effect;

(iii) declare or pay a dividend on, or make any other distribution in respect of, its equity securities except dividends and distributions by an Operating Subsidiary to the Company or dividends or distributions solely in cash;

(iv) acquire or agree to acquire in any manner (whether by merger or consolidation, the purchase of an equity interest in or a material portion of the assets of or otherwise) any business or any Person or other business organization or division thereof of any other Person other than the acquisition of assets in the Ordinary Course of Business;

(v) enter into, amend, extend, renew or terminate any Material Contract, Material Government Contract or Real Property Lease, as applicable, other than any Contract, amendment, extension or renewal (A) with a term of less than one year, (B) which involve \$500,000 or less, or (C) in the Ordinary Course of Business;

(vi) change in any material respect the base compensation of, or enter into any new bonus or incentive agreement or arrangement (other than any Change of Control Payments that, in each case, are payable in connection with the transactions contemplated by this Agreement) with, any of its employees, other than changes made in accordance with normal compensation practices and consistent with past practices of the Group Companies or changes required by employment agreements, Benefit Plans or by any Law;

(vii) materially amend or enter into a new, Benefit Plan (except as required by Law, a Contract in effect on the date hereof or customary renewals of existing Benefit Plans in the Ordinary Course of Business) or collective bargaining;

(viii) incur any Indebtedness, as defined in clause (i) of the definition thereof, except borrowings under existing credit facilities;

(ix) issue any equity interests or grant any option or issue any warrant to purchase or subscribe for any such securities or issue any securities convertible into such securities (except in connection with the exercise or conversion of equity securities, options and warrants issued and outstanding as of the date hereof);

(x) adopt any amendments to their respective Organizational Documents;

(xi) make any material change in the accounting principles, methods, practices or policies applied in the preparation of the Financial Statements, unless such change is required by applicable Law or GAAP;

(xii) sell, or otherwise dispose of, any (A) intangible, or (B) material tangible assets in excess of \$200,000 in the aggregate, other than sales of software in the Ordinary Course of Business and personal property sold or otherwise disposed of in the Ordinary Course of Business and except for any tangible asset which is obsolete;

(xiii) make, change or revoke any material Tax election outside of the Ordinary Course of Business; change any annual Tax accounting period; change any Tax accounting principles, methods, practices or policies; file any amended Tax Return; enter into any Tax allocation agreement, Tax sharing agreement, or Tax indemnity agreement (other than commercial Contracts entered into in the Ordinary Course of Business that do not primarily relate to Taxes); or

(xiv) agree in writing to do anything contained in this clause (c).

5.2 Access to Information.

(a) From and after the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, upon reasonable advance notice, and subject to the restrictions contained in the confidentiality agreements to which the Group Companies are subject, the Company shall provide to Parent and Parent's authorized representatives during normal business hours reasonable access to all books and records of the Group Companies (in a manner so as to not interfere with the normal business operations of any Group Company) for any reasonable purpose (provided, the continuation of due diligence shall not be deemed a reasonable purpose). All of such information shall be treated as confidential information pursuant to the terms of the Confidentiality Agreement. Notwithstanding anything to the contrary in this Agreement, the Company shall not be required to disclose any competitively sensitive information or disclose any other information to Parent or its representatives if such disclosure would be reasonably likely to (x) jeopardize any attorney-client or other legal privilege, (y) contravene any applicable Laws, fiduciary duty or binding agreement entered into prior to the date hereof, or (z) if the Parties are in an adversarial relationship in litigation or arbitration (in which case the furnishing of information, documents or records contemplated by this Section 5.2(a) shall be subject to applicable rules relating to discovery) (the matters referred to in this sentence with respect to any Person, the "Access Limitations").

(b) From and after the Closing Date, in connection with any reasonable business purpose, including the determination of any matter relating to the rights or obligations of the Sellers under this Agreement, upon reasonable prior request and subject to the Access Limitations, Parent shall, and shall cause the Group Companies to, (i) afford the Representative and its authorized representatives reasonable access, during normal business hours, to the offices, properties, books, records and other documents of Parent and its Affiliates in respect of the Group Companies and (ii) make available to the Representative and its authorized representatives the employees of the Company, Parent and its Affiliates in respect of the Group Companies whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist the Representative in connection with the inquiries for any of the purposes referred to above, including the presence of such Persons as witnesses in hearings or trials for such purposes; provided, however, that (x) such requests shall not unreasonably interfere with the normal operations of Parent or any of its Affiliates, (y) that the auditors and accountants of Parent or its Affiliates shall not be obligated to make any work papers (to the extent such exist) available to any Person unless and until such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants, and (z) that if the Parties are in an adversarial relationship in litigation or arbitration, the furnishing of information, documents or records contemplated by this Section 5.3(b) shall be instead subject to applicable rules relating to discovery.

(c) During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, Parent hereby agrees that it is not authorized to and shall not (and shall not permit any of its employees, agents, representatives or Affiliates to) contact any customer, supplier, distributor, officer, employee or other material business relation of any Group Company regarding the Transactions without the prior written consent of the Company.

5.3 Exclusivity. The Company and Parent agree to the following exclusivity provisions from the date hereof and until the earlier of the Closing or the termination of this Agreement (the "Exclusivity Period"):

(a) During the Exclusivity Period, the Company shall not intentionally, and will direct that its Affiliates and representatives shall not intentionally, directly or indirectly (whether or not in conjunction with a third party) solicit, encourage or initiate any offer or proposal from, or enter into, re-start, solicit, initiate or otherwise engage in any discussions or negotiations with, or seek, encourage, or respond to or provide or disclose any information to, or enter into any agreement, terms, arrangement or understanding (whether or not legally binding) with, any Person or group of Persons other than Parent, Merger Sub and their representatives with respect to any transaction involving any acquisition of or investment in, or any disposition (whether by way of sale, offer, transfer, assignment or otherwise) of, a material portion of the capital stock of the Company (or interest therein), or a material portion of the assets of the Company (any such transaction an "Alternative Transaction"), except in any such case to notify any such Person or group of Persons of the existence of this Section 5.3(a).

(b) If the Company or any of its representatives receives any bona fide proposal for, or inquiry respecting, any Alternative Transaction, or any request for nonpublic information in connection with any such Alternative Transaction, the Company will promptly notify Parent, describing in reasonable detail the identity of the Person or group of Persons making such proposal or inquiry and the terms and conditions of such proposal or inquiry.

5.4 Efforts; Regulatory Filings and Consents.

(a) Without prejudice to Parent's obligations set forth in Section 5.4(d), each of the Company, on the one hand, and Parent and Merger Sub, on the other hand, shall use its respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable (i) to consummate and make effective as promptly as possible, but in no event later than the Termination Date, the Transactions, (ii) obtain or provide, or cause to be obtained, as set forth in Section 3.3(a), all consents or approvals by or notices to third parties that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Agreements, (iii) to obtain all Governmental Approvals of any Governmental Antitrust Authority required to be obtained by the Company, Parent or Merger Sub, or any of their respective Subsidiaries or Affiliates in connection with the Transactions or the taking of any action contemplated by this Agreement, (iv) to defend vigorously, lift, mitigate or rescind the effect of any litigation or administrative proceeding involving any Governmental Antitrust Authority (including a private party challenge) adversely affecting this Agreement or the Transactions, including promptly appealing any adverse court or administrative decision; provided, however, that neither the Company and its Affiliates, nor the Parent and Merger Sub, shall be required to make any material monetary expenditures, offer or grant any material accommodation (financial or otherwise) to any Person or commence or be a plaintiff in any litigation to satisfy their obligations under this Section 5.4(a); provided, further, that neither the Company and its Affiliates, nor the Parent and its Affiliates, shall be required to sell or otherwise dispose of any portion of the business

of the Group Companies or the Parent or its Subsidiaries in order to satisfy their obligations under this Section 5.4(a).

(b) Each of the Company and Parent shall (i) as soon as reasonably practicable (and in any event within five (5) Business Days following the date of this Agreement) file or cause to be filed with the United States Federal Trade Commission (the "FTC") and the United States Department of Justice (the "DOJ") the notification and report form, if any, required for the Transactions (which form shall request early termination of the waiting period under the HSR Act) and to supply as promptly as practicable any supplemental information requested in connection therewith pursuant to the HSR Act and (ii) as soon as reasonably practicable make all filings under the applicable Other Competition Laws, if any, required for the Transactions, and shall take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting period under the HSR Act and the applicable Other Competition Laws. Any such antitrust notification and report form or filing and supplemental information shall be in substantial compliance with the requirements of the HSR Act or the applicable Other Competition Laws, as the case may be. All other regulatory filings shall be in substantial compliance with the requirements of applicable Law. Each of Parent and the Company shall furnish to the other Party such necessary information and reasonable assistance as the other Party may request in connection with its preparation of any filing or submission that is necessary under the HSR Act, the applicable Other Competition Laws or other applicable Law, as the case may be. The Company and Parent shall use reasonable best efforts to comply promptly with any inquiries or requests for additional information from the FTC, the DOJ or other Governmental Antitrust Authorities and any other Governmental Authority having jurisdiction.

(c) Without limiting the generality of the undertakings set forth in Sections 5.4(a), 5.4(b) and 5.4(e) and subject to any appropriate confidentiality protections, the Company, on the one hand, and Parent and Merger Sub, on the other hand, shall each furnish to the other such necessary information and reasonable assistance as the other may reasonably request in connection with Section 5.4(b) and shall each promptly provide counsel for the other Party with copies of all filings made by such Party, and all correspondence between such Party (and its advisors) with any Governmental Antitrust Authority, other Governmental Authority or, in connection with any proceeding by a private party, and any other information supplied by such Party and such Party's Affiliates to a Governmental Antitrust Authority or other Governmental Authority in connection with this Agreement and the Transactions. Subject to applicable Law, the Company and Parent shall permit counsel for the other Party reasonable opportunity to review in advance, and shall consider in good faith the views of the other Party in connection with, any proposed written or, if practicable, oral communication to any Governmental Antitrust Authority or other Governmental Authority relating to the Transactions. Each of the Company and Parent agrees not to participate in any substantive meeting or discussion, either in person or by telephone, with any Governmental Antitrust Authority or other Governmental Authority in connection with the Transactions unless it consults with the other Party in advance and, to the extent not prohibited by such Governmental Antitrust Authority or other Governmental Authority, gives the other Party the opportunity to attend and participate.

(d) Without expanding any obligation set forth under this Section 5.4, Parent agrees to consider, on behalf of itself and its Affiliates and, as determined in its good faith, to take, or cause to be taken, such reasonable actions with respect to the Group Companies, post-Closing, that are identified by any Governmental Antitrust Authority as a condition to the granting of any Governmental Approval necessary for the consummation of the Transactions or as may be required to avoid, lift, vacate, reverse or resolve any legislative, administrative or judicial action (including any suit instituted (or threatened to be instituted) by the FTC, the DOJ or any other applicable Governmental Authority or any private party challenging the Transactions as a violation of the HSR Act or Other Competition Laws) that would otherwise reasonably be expected to materially impair or delay the consummation of the Transactions. Parent's consideration of any such reasonable action shall be undertaken in good faith, and if, after such good-faith consideration, Parent and its Affiliates determine that they will not undertake the action, such decision shall not constitute a breach of this Agreement. Without limiting the generality of the foregoing, the Group Companies understand and acknowledge that neither Parent, nor any of its Affiliates, will depreciate, sacrifice, limit, alter or cannibalize the pre-Closing existing lines of business or operations of the Parent and its Affiliates, even if such action is identified as a condition for consummation of the Transactions by a Governmental Antitrust Authority. Nothing contained in this Agreement shall be construed so as to require Parent or any of its Affiliates (other than, after the Closing, the Group Companies, to the extent such action is determined and agreed to by Parent under this Section 5.4(d)), to (i) sell, license, dispose of, hold separate or operate in any specified manner any of its respective assets or businesses (or to discuss, agree or commit to any of the foregoing), other than assets or businesses of the Group Companies, or (ii) enter into any consent decree, Order or agreement that alters its business or commercial practices in any way or that in any way limits or could reasonably be expected to limit the right of Parent to own, operate or retain all or any portion of Parent's assets, properties or businesses (other than, after the Closing, the Group Companies) or Parent's freedom of action with respect thereto. Further, Parent and/or its Affiliates shall be under no obligation to take such action as identified by a Governmental Antitrust Authority if not agreed to by the Company. To the extent Parent and/or its Affiliates do decide to take such action as identified by a Governmental Antitrust Authority with respect to the Group Companies, such action, provided it has been agreed to by the Company, shall not constitute a violation of Section 1.15(c).

(e) Without limiting any other obligation under this Agreement, during the period from the date of this Agreement until the Closing Date, Parent, Merger Sub and their respective Subsidiaries and Affiliates shall not take or agree to take any action that would reasonably be expected to prevent or delay the Parties from obtaining any Governmental Approval in connection with the Transactions, including entering into an agreement to acquire (whether via merger, consolidation, stock or asset purchase or otherwise) any material amount of assets of or any equity in any other Person or any business or division thereof if such agreement would be reasonably expected to create a material risk of making it more difficult to obtain the Governmental Approval of the FTC or DOJ or any other Governmental Antitrust Authority required in connection with the Transactions.

(f) The Company shall be responsible for all fees and expenses incurred with obtaining any consents or approvals from third parties or giving notices as set forth in clause (ii) of Section 5.4(a) (provided, however, that any such fees and expenses shall be paid by the Company in full prior to the Closing or accrued in full on the books and records of the Company prior to the Closing). Parent (i) shall be responsible for the filing of the Certificate of Merger and (ii) shall pay the filing fee under the HSR Act. Each of the Company and Parent shall otherwise be responsible for their respective fees and expenses in connection with their respective filings under the HSR Act.

5.5 Notification of Certain Matters The Company shall give notice to Parent and Parent shall give notice to the Company, as promptly as reasonably practicable, upon becoming aware of (a) any fact, change, condition, circumstance, event, occurrence, or non-occurrence that has caused or is reasonably likely to cause any representation or warranty in this Agreement made by it to be untrue or inaccurate in any material respect at any time after the date of this Agreement and before the Effective Time that would cause the conditions set forth in Sections 6.2(a) and 6.2(b) or Sections 6.3(a) and 6.3(b), as applicable, not to be satisfied as of the Closing Date, (b) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, or (c) the institution of or a credible written threat of institution of any Legal Proceeding related to this Agreement or the Merger; provided, however, that the delivery of any notice in accordance with this Section 5.5 shall not limit or otherwise affect the remedies available under this Agreement to such Party (including the right to seek indemnification in accordance with ARTICLE VII or ARTICLE IX and the rights of the Representative to seek indemnification in accordance with Section 10.13), the representations or warranties of the Parties, or the conditions to the obligations of the Parties; provided further, however, that the unintentional failure to give notice under this Section 5.5 will not be deemed to be a breach of covenant under this Section 5.5 and will constitute only a breach of the underlying representation, warranty, condition or agreement, as the case may be.

5.6 Confidentiality. Each of Parent and Merger Sub acknowledges that the information provided to it and its representatives in connection with this Agreement (including Section 5.2(a)) and the Transaction is subject to the terms of the Confidentiality Agreement, dated September 19, 2018, by and between Parent and MicroPact, Inc. (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference.

5.7 Preservation of Records. In addition to and not in limitation of the provisions of Section 5.2(a), Parent agrees to preserve and keep the records relating to the businesses of the Group Companies for a period of seven (7) years from the Closing Date and shall make such records and personnel available to the Representative as may be reasonably requested in connection with, among other things, any insurance claims by, Legal Proceedings (other than Legal Proceedings between the Representative and Parent related to this Agreement or the Transaction) or tax audits against, or governmental investigations of, the Group Companies or in order to enable the Representative to comply with its obligations under this Agreement and each other Transaction Agreement.

5.8 Publicity. None of the Representative or, prior to the Closing, the Company, on the one hand, or Parent, Merger Sub or, following the Closing, the Surviving Company, on the other hand, shall issue any press release or public announcement concerning this Agreement, the other

Transaction Agreements or the Transaction or make any other public disclosure containing or pertaining to the terms of this Agreement without obtaining the Representative's or Parent's, as applicable, prior written approval, which approval will not be unreasonably withheld or delayed, unless, in the judgment of the Party seeking to disclose, disclosure is otherwise required by applicable Law or by the applicable rules of any stock exchange on which such disclosing Party lists securities; provided that, to the extent any disclosure is required by applicable Law or stock exchange rule, the Party intending to make such disclosure shall use its commercially reasonable efforts consistent with applicable Law or stock exchange rule to consult with the Representative or Parent, as applicable, with respect to the text thereof and; provided, further, that (i) the Company and Representative, on the one hand, and Parent and its equityholders and Affiliates, on the other hand, shall be entitled to disclose such information to their respective directors, officers, executive employees, equity owners, partners, prospective partners, investors, prospective investors, professional advisors and lenders who have a need to know the information and who agree to keep such information confidential or are otherwise bound to confidentiality and (ii) Parent's financing sources and other professional advisors may publish "tombstones" or other customary announcements which do not contain pricing details that are not otherwise publicly available.

5.9 Director and Officer Liability; Indemnification.

(a) For a period of six (6) years after the Closing, Parent shall cause the Group Companies, to the fullest extent provided in the Organizational Documents thereof or in any other agreements disclosed on Section 5.9 of the Company Disclosure Schedule, in each case as in effect immediately prior to the Effective Time, to indemnify and hold harmless (and advance applicable expenses to) each Person who is as of the Effective Time, or has been at any time prior to the Effective Time, an officer, manager or director of a Group Company (each, a "D&O Indemnified Person") against any costs or expenses (including attorneys' fees) incurred in connection with any claim, threatened, pending or completed, whether civil, criminal, administrative or investigative, or Losses arising out of or pertaining to matters existing or occurring at or prior to the Closing Date and relating to the fact that the D&O Indemnified Person was an officer, manager or director of any Group Company.

(b) Prior to the Effective Time, the Company shall purchase and maintain in effect beginning on the Closing Date, and with a claims period of six (6) years thereafter without any lapses in coverage, a "tail" policy providing directors' and officers' liability insurance coverage for the benefit of those Persons who are covered by any Group Company's directors' and officers' liability insurance policies as of the date hereof or at the Closing with respect to matters occurring prior to the Effective Time. Such policy shall provide coverage that is at least equal to the coverage provided under the Group Companies' current directors' and officers' liability insurance policies; provided that the Company may substitute therefor policies of at least the same coverage containing terms and conditions which are no less advantageous to the beneficiaries thereof so long as such substitution does not result in gaps or lapses in coverage with respect to matters occurring prior to the Closing Date. The premium amounts for such tail policies shall be fully paid by the Company prior to the Closing or included as a Transaction Expense. Any such tail policies shall include a successor endorsement that names Parent and the Surviving Company as additional insureds. During the term of such tail policies, neither Parent nor the Surviving Company shall take any action

following the Closing to cause any such tail policy to be cancelled or any provision therein to be amended or waived.

(c) If Parent, the Surviving Company, any of the Operating Subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and other assets to any Person, then, and in each such case, Parent shall cause proper provision to be made so that the applicable successors and assigns or transferees expressly assume the obligations set forth in this Section 5.9.

5.10 Stockholder Approval. Concurrently with the execution of this Agreement, the Company has delivered to Parent the resolutions of the stockholders of the Company representing the Requisite Stockholder Approval.

5.11 Restrictive Covenants Agreements. Contemporaneously with the execution of this Agreement, as a material inducement to Parent's execution of this Agreement, each of those holders of Common Stock who are employees of any Group Company as of the date of this Agreement and whose names are set forth on Section 5.11 of the Parent Disclosure Schedule (the "Employee Sellers"), shall have entered into a Restrictive Covenants Agreement, to be effective upon the Closing Date subject to consummation of the Merger, in form and substance reasonably satisfactory to Parent (each, a "Restrictive Covenant Agreement").

5.12 Employees.

(a) Contemporaneously with the execution of this Agreement, as a material inducement to Parent's execution of this Agreement, the Company shall have entered into a mutually acceptable Employment Agreement with each of the individuals identified on Section 5.12(a) of the Parent Disclosure Schedule (the "Key Employees").

(b) The Company shall be responsible for the payment of any Change of Control Payments that are payable by any Group Company to any employee solely as a result of the occurrence of the Merger; provided, however, that any such Change of Control Payments shall be paid by the applicable Group Company in full on or before the Closing or included as a Transaction Expense to be paid at the Closing; and, provided further, that in no event shall any of the following be considered Change of Control Payments: (i) any payments made pursuant to any offer letter or any Contract entered into by a Group Company with any employee of the Company at the direction of Parent, and (ii) any bonus or other similar payments to any employee of a Group Company pursuant to any agreement or arrangement adopted or entered into by Parent, the Surviving Company or any of their Affiliates, or directed by Parent after the Effective Time.

(c) Prior to the Closing Date, the Company shall cause any written employment agreement between a Group Company and the individuals listed on Section 5.12(c) of the Parent Disclosure Schedule to have been terminated effective no later than as of the Effective Time, and the Company shall provide documentation thereof reasonably satisfactory to Parent.

5.13 Corporate Records.

(a) On or before the Closing, the Company shall exercise commercially reasonable efforts to deliver or caused to be delivered to Parent, each dated within a reasonable time prior to the Closing, (i) certificates of registration or qualification of each domestic Group Company from the Secretary of State (or comparable Governmental Authority) of each state other than its jurisdiction of organization in which, as set forth on Section 3.23 of the Company Disclosure Schedule, it is registered or qualified to do business, and (ii) a legal existence or good standing certificate for each domestic Operating Subsidiary from the Secretary of State (or comparable Governmental Authority) of its jurisdiction of organization, as set forth on Section 3.4(b) of the Company Disclosure Schedule.

(b) The Representative shall cause to be delivered to Parent, within ten (10) days after the Closing, all minute books of the Company in its possession.

(c) Prior to the Closing Date, the Company shall execute and deliver to Parent, or cause the applicable Group Company or Group Companies to execute and deliver to Parent, a letter or other document, in form and substance reasonably satisfactory to Parent, necessary and appropriate to change, at Parent's sole cost and expense, the broker of record with respect to any of the Group Companies' claims-made insurance policies listed on Section 3.22 of the Company Disclosure Schedule to be effective upon the Closing Date.

**ARTICLE VI
CONDITIONS TO CLOSING**

6.1 Conditions to the Obligations of the Company, Parent and Merger Sub The obligations of the Company, Parent and Merger Sub to effect the Closing and to consummate the Transaction are subject to the satisfaction (or, if permitted by applicable Law, waiver in writing by the Party for whose benefit such condition exists) of the following conditions:

(a) any applicable waiting period under the HSR Act relating to the Transaction shall have expired or been terminated; and

(b) there shall not be in effect any Law or Order of a Governmental Authority of competent jurisdiction in the United States directing that the Transaction not be consummated as provided herein or which has the effect of rendering it impossible or illegal to consummate the Transaction; provided, however, that Parent shall have taken all actions required by Section 5.3(a) to prevent the occurrence or entry of any such Law or Order and to remove or appeal as promptly as possible any such Law or Order.

6.2 Other Conditions to the Obligations of Parent and Merger Sub The obligations of Parent and Merger Sub to effect the Closing and to consummate the Transaction are subject to the satisfaction (or, if permitted by applicable Law, waiver in writing by Parent) of the following further conditions:

(a) the Fundamental Representations shall be true and correct in all respects (in the case of any such representation or warranty qualified by materiality or Company Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Company Material Adverse Effect) as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (other than such representations and warranties that are made on and as of a specified date, in which case such representations and warranties shall be true and correct only as of the specified date);

(b) the representations and warranties of the Company set forth in ARTICLE III (other than those referred to in Section 6.2(a)) shall be true and correct as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (other than such representations and warranties that are made on and as of a specified date, in which case such representations and warranties shall be so true and correct only as of the specified date), except to the extent that the facts, events and circumstances that cause such representations and warranties to not be true and correct as of such dates have not had a Company Material Adverse Effect (provided that for the purposes of the foregoing clause, qualifications as to materiality and Company Material Adverse Effect contained in such representations and warranties shall not be given effect);

(c) the Company shall have performed and complied in all material respects with all covenants required to be performed or complied with by the Company under this Agreement on or prior to the Closing Date;

(d) since the date hereof, there shall not have occurred a Company Material Adverse Effect; and

(e) prior to or at the Closing, the Company shall have delivered to Parent a certificate of an authorized officer of the Company, dated as of the Closing Date, in form and substance reasonably acceptable to Parent, to the effect that the conditions specified in Sections 6.2(a), 6.2(b), 6.2(c) and 6.2(d) have been satisfied.

6.3 Other Conditions to the Obligations of the Company The obligations of the Company to effect the Closing and to consummate the Transaction are subject to the satisfaction (or, if permitted by applicable Law, waiver in writing by the Representative) of the following further conditions:

(a) the representations and warranties of Parent and Merger Sub set forth in Section 4.1 (Organization and Power), Section 4.2 (Authorization of Agreement) and Section 4.8 (Financial Advisors) shall be true and correct in all respects (in the case of any such representation or warranty qualified by materiality or Parent Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Parent Material Adverse Effect) as of the date of this Agreement and on and as of the Closing Date (other than such representations and warranties that are made on and as of a specified date, in which case such representations and warranties shall be true and correct only as of the specified date);

(b) the representations and warranties of Parent and Merger Sub set forth in ARTICLE IV (other than those referred to in Section 6.3(a)) shall be true and correct on and as of the Closing Date as of the date of this Agreement and on and as of the Closing Date (other than

such representations and warranties that are made on and as of a specified date, in which case such representations and warranties shall be true and correct only as of the specified date), except to the extent that the facts, events and circumstances that cause such representations and warranties to not be true and correct as of such dates have not had a Parent Material Adverse Effect (provided that for the purposes of the foregoing clause, qualifications as to materiality and Parent Material Adverse Effect contained in such representations and warranties shall not be given effect);

(c) Parent and Merger Sub shall have performed and complied in all material respects with all covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date; and

(d) prior to or at the Closing, Parent shall have delivered to the Representative a certificate of an authorized officer of Parent, dated as of the Closing Date, in form and substance reasonably acceptable to the Representative, to the effect that the conditions specified in Sections 6.3(a), 6.3(b) and 6.3(c) have been satisfied.

5.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this ARTICLE VI to be satisfied if such failure was caused by such Party's failure to use best efforts to cause the Closing to occur, as required by Section 5.3(a).

ARTICLE VII TERMINATION

7.1 Termination.

(a) This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing:

(i) by mutual written consent of Parent and the Representative;

(ii) by either the Representative or Parent, if any Governmental Authority of competent jurisdiction in the United States shall have issued an Order or taken any other action restraining, enjoining or otherwise prohibiting the Transaction (after giving effect to Parent's and Merger Sub's respective obligations under Section 5.4) and such Order or other action shall have become final and nonappealable;

(iii) by either the Representative or Parent, if the Closing does not occur on or prior to May 1, 2019 (such date, as it may be extended by the written mutual agreement of the Parties or as provided in this Section 7.1(a)(iii), the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(a)(iii) shall not be available to any Party whose breach of any provision of this Agreement has been a principal cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date; and, provided further, that, if at any time prior to the Termination Date the DOJ or the FTC makes a request for additional information or documentary materials from either or both of the Company or Parent authorized by Section 7A(e) of the Clayton Act (a "Second Request"), then the Termination Date shall be extended for an additional

sixty (60) days unless Parent and the Representative by mutual written consent agree not to extend the Termination Date;

(iv) by the Representative, upon written notice to Parent, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Parent or Merger Sub or any of such representations and warranties shall have become untrue in a manner that would result in any conditions set forth in Sections 6.3(a), 6.3(b) or 6.3(c) not being satisfied prior to the Termination Date, such breach or inaccuracy has not been waived by the Representative, and the breach or inaccuracy, if capable of being cured, has not been cured within thirty (30) days following the Representative's written notice to Parent of such breach or inaccuracy or is not capable of being cured on or prior to the Termination Date; provided that the right to terminate this Agreement under this Section 7.1(a)(iv) shall not be available to the Representative if the Company is then in material breach of any representation, warranty, covenant, or other agreement contained herein;

(v) by Parent, upon written notice to the Representative, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of the Company or any of such representations and warranties shall have become untrue in a manner that would result in any conditions set forth in Sections 6.2(a), 6.2(b) or 6.2(c) not being satisfied prior to the Termination Date, such breach or inaccuracy has not been waived by Parent, and the breach or inaccuracy, if capable of being cured, has not been cured within thirty (30) days following Parent's written notice to the Representative of such breach or inaccuracy or is not capable of being cured on or prior to the Termination Date; provided that the right to terminate this Agreement under this Section 7.1(a)(v) shall not be available to Parent if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein;

(vi) by Parent if there has been a Company Material Adverse Effect since the date hereof;

(vii) by the Representative, whether or not the Representative or the Company has sought or is entitled to seek specific performance pursuant to Section 10.10, if (A) all of the conditions set forth in Sections 6.1 and 6.2 have been satisfied or waived (other than those conditions which by their terms cannot be satisfied until the Closing and those conditions that Parent's breach has caused not to be satisfied) and (B) Parent fails to consummate the Transactions within three (3) Business Days following the date on which the Closing was required to have occurred pursuant to Section 2.1; or

(viii) by the Company if there has been a Parent Material Adverse Effect since the date hereof.

(b) In the event of termination by the Representative or Parent pursuant to this Section 7.1, written notice thereof shall forthwith be given to the other and the Transaction shall be terminated, without further action by any Party. If the Transactions are terminated as provided herein, Parent shall return to the Company or destroy all documents and other material received

from the Company or the Representative relating to the Transaction, whether so obtained before or after the execution hereof.

7.2 Effect of Termination. If this Agreement is terminated and the Transaction is abandoned as described in Section 7.1, this Agreement shall become null and void and of no further force and effect, without any liability or obligation on the part of any Party or their respective directors, officers, employees, owners, representatives or Affiliates, and the Transaction shall be abandoned without further action by the Parties, except for (i) the penultimate sentence of Section 5.2(a) (Access to Information) and (ii) Sections 7.2 (Effect of Termination) and ARTICLE X (Miscellaneous), each of which, shall survive such termination. Nothing in this Section 7.2, however, shall be deemed to release any Party from any liability for any willful breach by such Party of the terms and provisions of this Agreement prior to termination. For purposes of this Sections 7.2, "willful" shall mean a breach that is a consequence of an act undertaken by the breaching Party with the knowledge (actual or constructive) that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

ARTICLE VIII TAX MATTERS

8.1 Intended Tax Treatment. The Parties are entering into this Agreement with the intention that the Merger qualify as a taxable purchase of the stock of the Company for federal income tax purposes, and none of the Parties or any Seller will take any position or actions inconsistent with such treatment.

8.2 Cooperation and Exchange of Information. The Representative, the Surviving Company, and Parent shall provide each other with such cooperation and information as any of them reasonably may request of the others, and at the sole cost and expense of the requesting party, in preparing or filing any Tax Return pursuant to this ARTICLE VI or in connection with any audit, examination or other Legal Proceeding in respect of Taxes of the Group Companies. Such cooperation and information shall include providing powers of attorney, copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of the Representative, the Surviving Company, and Parent shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of The Company for any Taxable period beginning before the Closing Date until the expiration of the statute of limitations of the Taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by any of the other parties in writing of such extensions for the respective Tax periods.

8.3 Tax Returns.

(a) The Company shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of the Group Companies required to be filed by it that are due on or before the Closing Date (taking into account any extensions), and shall timely pay all Taxes that are due and payable on or before the Closing Date (taking into account any extensions). Any such Tax

Return shall be prepared in a manner consistent with past practice (unless otherwise required by applicable Tax Law).

(b) The Representative shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by the Group Companies after the Closing Date with respect to a Pre-Closing Tax Period (a Seller Tax Return). Any such Seller Tax Return shall be prepared in a manner consistent with the Group Companies' past practice (unless otherwise required by Law) and, if it is an income or other material Tax Return, shall be submitted by the Representative to Parent (together with schedules, statements and, to the extent requested by Parent, supporting documentation) at least forty-five (45) days prior to the due date (including extensions) of such Tax Return. If Parent objects to any item on any such Seller Tax Return, Parent shall, within thirty (30) days after delivery of such Tax Return, notify the Representative in writing that it so objects, specifying with reasonable particularity any such item and stating with reasonable specificity the factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Parent and the Representative shall negotiate in good faith and use their commercially reasonable best efforts to resolve such items. If Parent and the Representative are unable to reach such agreement within ten (10) days after receipt by the Representative of such notice, the disputed items shall be resolved by the Accounting Referee and any determination by the Accounting Referee shall be final. The Accounting Referee shall resolve any disputed items within twenty (20) days of having the item referred to it pursuant to such procedures as it may require. If the Accounting Referee is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by the Representative and then amended to reflect the Accounting Referee's resolution. The costs, fees, and expenses of the Accounting Referee shall ultimately be borne by Parent, on the one hand, and the Sellers, on the other hand, in the same proportion as the aggregate amount of the disputed items that is unsuccessfully disputed (as determined by the Accounting Referee) by Parent and the Representative (on behalf of the Sellers), as applicable, bears to the total amount of the disputed items submitted to the Accounting Referee. Except as provided in the preceding sentence, all other costs and expenses incurred by the Parties in connection with resolving any dispute hereunder before the Accounting Referee shall be borne by the Party incurring such cost and expense.

(c) Parent shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by the Group Companies after the Closing Date with respect to a Straddle Period (a Parent Tax Return). Any such Parent Tax Return shall be prepared in a manner consistent with the Group Companies' past practice (unless otherwise required by Law) and, if it is an income or other material Tax Return, shall be submitted by Parent to the Representative (together with schedules, statements and, to the extent requested by the Representative, supporting documentation) at least forty-five (45) days prior to the due date (including extensions) of such Tax Return. If the Representative objects to any item on any such Parent Tax Return that relates to a Pre-Closing Tax Period, the Representative shall, within thirty (30) days after delivery of such Tax Return, notify Parent in writing that it so objects, specifying with reasonable particularity any such item and stating with reasonable specificity the factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Parent and the Representative shall negotiate in good faith and use their commercially reasonable best efforts to resolve such items. If Parent and the Representative are unable to reach such agreement within ten days after receipt by Parent of such

notice, the disputed items shall be resolved by the Accounting Referee and any determination by the Accounting Referee shall be final. The Accounting Referee shall resolve any disputed items within twenty (20) days of having the item referred to it pursuant to such procedures as it may require. If the Accounting Referee is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by Parent and then amended to reflect the Accounting Referee's resolution. The costs, fees, and expenses of the Accounting Referee shall ultimately be borne by Parent, on the one hand, and the Sellers, on the other hand, in the same proportion as the aggregate amount of the disputed items that is unsuccessfully disputed (as determined by the Accounting Referee) by Parent and the Representative (on behalf of the Sellers), as applicable, bears to the total amount of the disputed items submitted to the Accounting Referee. Except as provided in the preceding sentence, all other costs and expenses incurred by the Parties in connection with resolving any dispute hereunder before the Accounting Referee shall be borne by the Party incurring such cost and expense. The preparation and filing of any Tax Return of the Group Companies that does not relate to a Straddle Period shall be exclusively within the control of Parent.

8.4 Straddle Period Taxes. To the extent permissible under applicable Laws, the Parties agree to elect (and have the Company and each Operating Subsidiary elect) to have each Tax year of the Company and each Operating Subsidiary to end on the Closing Date and, if such election is not permitted or required in a jurisdiction with respect to a specific Tax such that the Company or any Operating Subsidiary is required to file a Tax Return for a Straddle Period, to utilize the following conventions for determining the amount of Taxes attributable to the portion of the Straddle Period ending on the Closing Date: (i) in the case of property Taxes and other similar Taxes imposed on a periodic basis, the amount attributable to the portion of the Straddle Period ending on the Closing Date shall equal the Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days in the portion of the period ending on the Closing Date and the denominator of which is the total number of calendar days in the entire Straddle Period; and (ii) in the case of all other Taxes (including income Taxes, sales Taxes, employment Taxes, withholding Taxes, etc.), the amount attributable to the portion of the Straddle Period ending on the Closing Date shall be determined as if the Company or Operating Subsidiary filed a separate Tax Return with respect to such Taxes for the portion of the Straddle Period ending on and as of the end of the day on the Closing Date using a "closing of the books methodology." For purposes of clause (ii), (A) any item determined on an annual or periodic basis (including amortization and depreciation deductions) shall be allocated to the portion of the Straddle Period ending on the Closing Date based on the relative number of days in such portion of the Straddle Period ending on the Closing Date as compared to the number of days in the entire Straddle Period; and (B) any item (or Tax) resulting from a Parent Closing Date Transaction shall be attributed to the portion of the Straddle Period beginning after the Closing Date. For the avoidance of doubt, for purposes of allocating amounts required to be included by Parent or any Group Company in income under Section 951(a) or 951A of the Code with respect to any Straddle Period of a foreign Group Company, the taxable year of the relevant foreign Operating Subsidiary giving rise to the income required to be included shall be deemed to close on the Closing Date in the same manner as described above.

8.5 Contests. Parent agrees to give written notice to the Representative of the receipt of any written notice by a Group Company or the Surviving Company, Parent, or any of Parent's Affiliates which involves the assertion of any claim, or the commencement of any Legal Proceeding, in each case relating to Taxes and in respect of which an indemnity may be sought by Parent pursuant to Section 8.10 (a "Tax Claim"); provided that failure to comply with this provision shall not affect Parent's right to indemnification hereunder, except to the extent that the Sellers are materially prejudiced thereby. The Representative shall control the contest or resolution of any Tax Claim that relates solely to a Pre-Closing Tax Period (a "Seller Tax Claim"); provided, however, that the Representative shall obtain the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of a Seller Tax Claim or ceasing to defend such Seller Tax Claim; and, provided, further, that Parent shall be entitled to participate in the defense of such Seller Tax Claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by Parent. Parent shall control the contest or resolution of any Tax Claim that relates to a Straddle Period (a "Parent Tax Claim"); provided, however, that Parent shall obtain the prior written consent of Representative (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of a Parent Tax Claim or ceasing to defend such Parent Tax Claim; and, provided, further, that Representative shall be entitled to participate in the defense of such Parent Tax Claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by Representative (on behalf of the Sellers).

8.6 338(g) Elections. Neither Parent nor any Group Company shall make an election under Section 338(g) of the Code with respect to the Transactions, or make any other Tax election or take any other action that has the effect of increasing the amount of Taxes attributable to a Pre-Closing Tax Period.

8.7 Other Tax Matters. Parent shall cause the Group Companies that are U.S. entities to join Parent's "consolidated group" (as defined in Treasury Regulation Section 1.1502-76(h)) effective on the day after the Closing Date.

8.8 Transfer Taxes. Any Transfer Taxes payable in connection with the Transaction shall be borne solely by Parent. Except as otherwise required by Law, Parent shall duly and timely prepare and file any Tax Return relating to such Taxes. Parent shall give the Representative a copy of each such Tax Return for its review and comments at least fifteen (15) days prior to filing and shall give the Representative a copy of such Tax Return as filed, together with proof of payment of the Taxes shown thereon to be payable. The Parties further agree, upon request, to use their reasonable best efforts to obtain any certificate or other document from any Governmental Authority responsible for Taxes or any other Person as may be necessary to mitigate, reduce, or eliminate any Transfer Taxes (to the extent applicable) that could be imposed with the transactions contemplated under this Agreement.

8.9 Tax Refunds. Parent shall cause the Company to pay to the Representative for the benefit of the stockholders of the Company, promptly upon receipt thereof, any and all refunds of Taxes (including interest thereon if any received from any Governmental Authority with respect to such refund) received after the Closing Date with respect to, or attributable to any Pre-Closing Tax Period, except to the extent that such refund (i) arises as the result of a carryback of a loss or other Tax benefit from a period or portion thereof beginning after the Closing Date or (ii) is included in the calculation of Working Capital.

8.10 Tax Indemnification. Except to the extent treated as a liability in the calculation of Working Capital, Sellers shall (severally, but not jointly, based on each Seller's Pro Rata Share) indemnify Parent, the Surviving Company, and each Purchase Indemnitee and hold them harmless from and against (a) all income Taxes of the Group Companies or relating to the business of the Group Companies for all Pre-Closing Tax Periods; (b) all income Taxes of any member of an affiliated, consolidated, combined, or unitary group of which a Group Company (or any predecessor of a Group Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state, or local Law; (c) all income Taxes of any person imposed on a Group Company arising under the principles of transferee or successor liability or by Contract (other than a Contract entered into in the Ordinary Course of Business that does not primarily relate to Taxes), relating to an event or transaction occurring before the Closing Date, and (d) all Taxes arising from the transactions contemplated by this Agreement and incurred by a Group Company (except to the extent otherwise set forth in this Agreement) with respect to any Pre-Closing Tax Period, excluding, for the avoidance of doubt, all Transfer Taxes. In each of the above cases, Sellers shall (severally, but not jointly, based on each Seller's Pro Rata Share) reimburse Parent for any Taxes of the Group Companies that are the responsibility of Sellers pursuant to this Section 8.10 within sixty (60) Business Days after Parent or the Surviving Company provides written notice to the Representative of the payment of such Taxes, which notice shall set forth the amount and type of such Taxes with reasonable specificity, and certified evidence of payment thereof. The limitations on indemnification set forth in Section 9.4, including the limitations set forth in Section 9.4(a) and Section 9.4(b), shall apply to this Section 8.10 *mutatis mutandis*.

8.11 Tax Treatment of Indemnification Payments. Any indemnification payments pursuant to this Agreement shall be treated by the Parties as an adjustment for Tax purposes to the Merger Consideration, unless otherwise required by applicable Tax Law.

8.12 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of this ARTICLE VII shall survive until the earlier of (A) the expiration of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension thereof) plus 60 days and (B) the six (6)-year anniversary of the Closing Date.

8.13 Overlap. To the extent that any obligation or responsibility pursuant to ARTICLE IX may overlap with an obligation or responsibility pursuant to this ARTICLE VIII, the provisions of this ARTICLE VIII shall govern. The indemnities of Sellers set forth in this ARTICLE VII and the indemnities of Sellers set forth in ARTICLE IX to the extent relating to Taxes, shall be applied without duplication.

ARTICLE IX INDEMNIFICATION

9.1 Survival of Representations and Covenants Except as otherwise set forth in this Section 9.1, the representations and warranties of the Company, Parent and Merger Sub contained in ARTICLE III and ARTICLE IV, or in any certificate delivered pursuant to Section 6.2(c) or Section 6.3(d), shall survive the Closing until March 15, 2020. The representations and warranties in Section 3.1 (Organization and Power), Section 3.2 (Authorization of Agreement), Section 3.4 (Capitalization; Operating Subsidiaries), Section 3.24 (Financial Advisors), Section 4.1 (Organization and Power), Section 4.2 (Authorization of Agreement), Section 4.5 (Financial Capability), Section 4.6 (Solvency), and Section 4.8 (Financial Advisors) (collectively, the "Fundamental Representations") shall survive until the earlier of (A) the expiration of the statute of limitations applicable for breach of contract claims in the State of Delaware and (B) the six (6)-year anniversary of the Closing Date. The representations and warranties contained in Section 3.10 (Taxes) shall survive until the earlier of (A) the expiration of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension thereof) plus 60 days and (B) the six (6)-year anniversary of the Closing Date. All covenants set forth herein to be performed prior to or at the Closing shall terminate at the Closing, and all other covenants set forth herein to be performed after the Closing shall survive the Closing in accordance with their respective terms. It is the express intent of the Parties that, if an applicable survival period set forth in this Section 9.1 is shorter than the statute of limitations that would otherwise apply, then, by contract, the applicable statute of limitations shall be reduced to the survival period contemplated hereby. Any claim for indemnity under this Agreement with respect to any breach of any representation, warranty or covenant shall be deemed time-barred, and no such claim shall be made after the survival period specified in this Section 9.1; provided, however, that if a claim notice is delivered in good faith pursuant to and in accordance with the requirements of this ARTICLE IX with respect to any breach of any representation, warranty or covenant prior to the expiration of the applicable survival period, the indemnification claim under this ARTICLE IX with respect to such representation, warranty or covenant shall survive until such indemnification claim is finally resolved pursuant to this ARTICLE IX.

9.2 General Indemnification

(a) Subject to the other provisions of this ARTICLE IX from and after the Closing, each Seller shall (severally but not jointly based on each Seller's Pro Rata Share), indemnify, defend and hold each of Parent, Merger Sub and/or their respective officers, directors, employees, Affiliates and agents (each a "Purchaser Indemnitee") harmless from any direct damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including reasonable attorneys' fees and expenses) ("Loss") actually incurred as a result of (i) any breach of any representation or warranty made by the Company (A) contained in ARTICLE III or (B) in the certificate delivered pursuant to Section 6.2(c), (ii) any breach by any Seller of any of its covenants or agreements contained herein which are to be performed after the Closing Date, (iii) any claim made by any Seller relating to the calculations and determinations set forth on the Pre-Closing Statement of such Person's rights with respect to the Total Merger Consideration or any part thereof or (iv) the potential

material liability described as "Microsoft SPLA Matter" in Section 3.16(c) of the Company Disclosure Schedule (the "Potential Liability").

(b) Subject to the other provisions of this ARTICLE IX, from and after the Closing, Parent shall, and shall cause the Surviving Company to, indemnify, defend and hold each Seller and their respective Affiliates, officers, directors, employees and agents (each a "Seller Indemnitee" and, together with any Purchaser Indemnitee, an "Indemnified Party" and, collectively, the "Indemnified Parties") harmless from any Loss actually incurred as a result of (i) any breach of any representation or warranty made by Parent or Merger Sub (A) contained in ARTICLE IV or (B) in the certificate delivered pursuant to Section 6.3(d), or (ii) any breach by Parent or the Surviving Company (including by way of being the successor of Merger Sub and the Company) of any of their respective covenants or agreements contained herein which are to be performed by Parent or the Surviving Company, as applicable, after the Closing Date.

(c) The obligations to indemnify and hold harmless pursuant to this Section 9.2 shall survive the consummation of the transactions contemplated hereby for the applicable period set forth in Section 9.1, except for claims for indemnification asserted in good faith prior to the end of such applicable period (which such specific claims shall survive until final resolution thereof).

9.3 Notice of Claims; Third Party Claims.

(a) Notice of Claims.

(i) Any Indemnified Party seeking indemnification hereunder shall give promptly (and, in any event, within the applicable periods set forth in Section 9.1) to the party obligated to provide indemnification to such Indemnified Party (an "Indemnitor") a written notice (the "Notice of Claim") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and shall include in such Notice of Claim (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement upon which such claim is based; provided, however, that the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 9.3(a) shall not affect such Indemnified Party's rights under this ARTICLE IX except to the extent (x) such failure is actually prejudicial to the rights and obligations of the Indemnitor or (y) such Notice of Claim is delivered after the expiration of the applicable periods set forth in Section 9.1.

(ii) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this ARTICLE IX shall be determined: (i) by the written agreement between the Indemnified Party and the Indemnitor; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnified Party and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnified Party shall have the burden of proof in establishing the amount of Losses suffered by it. All amounts due to the Indemnified Party as so finally determined shall be paid by wire transfer within thirty (30) days after such final determination.

(b) Third Party Claims.

(i) If a claim, action, suit or proceeding by a Person who is not a Party or an Affiliate thereof (a 'Third Party Claim') is made against any Indemnified Party, and if such Person intends to seek indemnity with respect thereto under this ARTICLE IX such Indemnified Party shall promptly (and, in any event, within the applicable periods set forth in Section 9.1) give a Notice of Claim to the Indemnitor; provided that the failure to give such Notice of Claim shall not relieve the Indemnitor of its obligations hereunder, except to the extent (x) such failure is actually prejudicial to the rights and obligations of the Indemnitor or (y) such Notice of Claim is delivered after the expiration of the applicable periods set forth in Section 9.1. Thereafter, the Indemnified Party shall deliver to the Indemnitor, within five (5) days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. Notwithstanding the foregoing, should a Person be physically served with a complaint with regard to a Third Party Claim the Indemnified Party must notify the Indemnitor with a copy of the complaint within five (5) days after receipt thereof and shall deliver to the Indemnitor, within five (5) days after the receipt of such complaint, copies of notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim (or in each case such earlier time as may be necessary to enable the Indemnitor to respond to the court proceedings on a timely basis).

(ii) The Indemnitor shall have thirty (30) days after receipt of such notice to assume the conduct and control, at the expense of the Indemnitor, of the settlement or defense thereof, and the Indemnified Party shall, at its sole cost and expense, cooperate with the Indemnitor in connection therewith; provided that the Indemnitor shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by such Indemnified Party (and the fees and expenses of such counsel shall be borne by such Indemnified Party). So long as the Indemnitor is reasonably contesting any such claim in good faith, the Indemnified Party shall not pay or settle any such claim. If the Indemnitor elects to conduct the defense and settlement of a Third Party Claim, then the Indemnified Party shall have the right to pay or settle such Third Party Claim; provided, that, in such event, it shall waive any right to indemnity by the Indemnitor for all Losses related to such claim unless the Indemnitor shall have consented to such payment or settlement. If the Indemnitor does not notify the Indemnified Party within thirty (30) days after the receipt of the Indemnified Party's Notice of Claim hereunder that it elects to undertake the defense thereof, the Indemnified Party shall have the right to contest, settle or compromise the claim but shall not thereby waive any right to indemnity therefor pursuant to this Agreement. The Indemnitor shall not, except with the consent of the Indemnified Party (which shall not be unreasonably withheld or delayed), enter into any settlement that does not include as a term thereof the giving by the Person(s) asserting such claim to all Indemnified Parties of a release from all liability with respect to such claim or consent to entry of any judgment.

(iii) All of the Parties shall cooperate in the defense or prosecution of any Third Party Claim in respect of which indemnity may be sought hereunder and each of Parent and the Surviving Company (or a duly authorized representative of such Party) shall (and shall cause the Group Companies to) furnish such records, information and testimony, and attend such

conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.4 Limitation on Indemnification Obligations The rights of the Purchaser Indemnitees and Seller Indemnitees to indemnification pursuant to Section 9.2 are subject to the following limitations:

(a) The Purchaser Indemnitees, on the one hand, and the Seller Indemnitees, on the other hand, shall not be entitled to recover Losses pursuant to Section 9.2(a)(i) or Section 9.2(b)(i) until the total amount which the Purchaser Indemnitees or the Seller Indemnitees, respectively, would recover thereunder (as limited by the provisions of Section 9.4(f) and Section 10.15), but for this Section 9.4(a), exceeds \$1,850,000 (the "Deductible"), in which case the Purchaser Indemnitees or the Seller Indemnitees, respectively, shall only be entitled to recover Losses in excess of such amount, subject to the other limitations herein; provided, that Losses indemnifiable in respect of (i) breaches of the Fundamental Representations, (ii) the Potential Liability, or (iii) any facts or circumstances which constitute Actual Fraud shall neither be applied toward, nor limited by, the Deductible.

(b) The maximum liability of Sellers under Section 9.2(a) or of Parent and the Surviving Company under Section 9.2(b) with respect to indemnifiable Losses (except with respect to breaches of Fundamental Representations, the Potential Liability or in cases of Actual Fraud) shall be an amount equal to \$9,000,000.

(c) The maximum liability of Sellers under Section 9.2(a) or of Parent and the Surviving Company under Section 9.2(b) with respect to indemnifiable Losses for breaches of Fundamental Representations and in cases of Actual Fraud shall not exceed the Final Closing Date Merger Consideration. The maximum liability of Sellers under Section 9.2(a)(iv) with respect to indemnifiable Losses related to the Potential Liability shall be not exceed the Special Holdback Amount.

(d) The Purchaser Indemnitees shall not be entitled to indemnification pursuant to Section 9.2(a) for any Loss to the extent that (i) prior to the date hereof the Group Companies recorded a reserve in their consolidated books and records with respect to such Loss or in a general category of items or matters similar in nature to the specific items or matters giving rise to such Loss, (ii) such Loss was taken into account in the Final Closing Date Merger Consideration or if Parent shall have requested a reduction in the Merger Consideration in a Dispute Notice on account of any matter forming the basis for such Loss or alleged Loss, (iii) the Purchaser Indemnitees could have, with commercially reasonable efforts, mitigated or prevented such Loss, or (iv) such Loss results from or is magnified by the action or inaction of any Purchaser Indemnitee after the Closing.

(e) Notwithstanding any provision of this Agreement to the contrary, Losses for which Sellers may be liable pursuant to Section 9.2(a)(i) shall exclude all Losses relating to the breach of any representation or warranty of the Company to the extent the Representative establishes to a reasonable certainty that Parent or Merger Sub had actual knowledge as of the Closing of material information that is materially inconsistent with the representation or warranty on which the claim of the Purchaser Indemnitee is based, and could reasonably be expected to have an

understanding of the relevance of such materially inconsistent information to such representation and warranty, and thereby it can reasonably be concluded that Parent or Merger Sub has waived the right to rely on such representation or warranty or should be estopped from asserting such claim as a result thereof. Parent and Merger Sub expressly acknowledge Sellers' and the Representative's right to establish that Parent or Merger Sub have waived such right or should otherwise be estopped from asserting such claim based on the breach of such representation or warranty due to such actual knowledge.

(f) The amount of any and all Losses shall be determined net of (i) any amounts recovered or recoverable by the Purchaser Indemnitees under insurance policies or other collateral sources (such as contractual indemnities of any Person which are contained outside of this Agreement) with respect to such Losses, in each case, net of costs of collection resulting from making any claim thereunder and (ii) any Tax benefits realizable by or accruing to the Purchaser Indemnitees with respect to such Losses.

(g) In the event that a Purchaser Indemnitee realizes Tax benefits or recovers, under insurance policies or from other collateral sources, any amount in respect of a matter for which such Purchaser Indemnitee was indemnified pursuant to Section 9.2(a), such Purchaser Indemnitee shall promptly pay over to an account or accounts designated by the Representative (on behalf of the Sellers) for distribution to the Sellers the amount so recovered (after deducting therefrom the amount of the expenses incurred by such Purchaser Indemnitee in procuring such recovery), but not in excess of the sum of (i) any amount previously so paid to or on behalf of such Purchaser Indemnitee in respect of such matter and (ii) any amount expended by the Sellers in pursuing or defending any claim arising out of such matter; and

(h) For purposes of determining Losses pursuant to Section 9.2(a)(i) or Section 9.2(b)(i) (but not for purposes of determining whether a breach has occurred), the representations and warranties set forth in this Agreement shall be considered without regard to any materiality qualification (including such terms as "material," "Company Material Adverse Effect" and "Parent Material Adverse Effect") set forth therein.

9.5 Manner of Payment.

(a) Except as provided in Section 9.5(b) with respect to the Potential Liability, any indemnification payment to be made by Indemnifying Party pursuant to this ARTICLE IX is to be paid by wire transfer of immediately available funds to an account designated by the Indemnified Party within five (5) Business Days after the date of the determination of the indemnification payment either by a mutual agreement of Parent and the Representative or by a final decision of a court of competent jurisdiction. Notwithstanding the foregoing sentence, in the event Sellers are the Indemnitors, then Purchaser may elect, in its sole discretion and upon written notice to the Representative, that all or any part of any indemnification payment to be made to the Purchaser Indemnitees (provided that such indemnification payment has been determined either by a mutual agreement of Parent and the Representative or by a final decision of a court of competent jurisdiction) is to be paid by reduction, dollar for dollar, of the Additional Merger Consideration Payment actually payable to Sellers.

(b) As soon as practicable following the Closing, the Surviving Company shall initiate an effort on behalf of Parent and the Surviving Company and use its best efforts to confirm and resolve, including with any necessary third party or third parties, the Potential Liability. This effort shall be led by Kristoffer Collo in his capacity as President, MicroPact, of the Surviving Company, or his designee (subject to reasonable approval by Parent), in consultation with Parent and the Representative. The Surviving Company's objective shall be to confirm and resolve the Potential Liability, while minimizing the costs, fees, expenses and settlement amounts payable in connection with such efforts, no later than one hundred eighty (180) days after Closing (the "Resolution Date"). Parent and the Representative acknowledge and agree that it may not be possible to determine with certainty the amount of the Potential Liability on or before the Resolution Date and, therefore, that the Resolution Date shall be extended for such additional period as reasonably necessary to make such determination, as mutually agreed in writing by Parent and the Representative. Once the Potential Liability is confirmed and resolved, (i) if the amount thereof (the "Resolved Amount") is greater than zero, the Special Holdback Amount shall be deemed automatically reduced by the Resolved Amount, (ii) if the Resolved Amount is less than the Special Holdback Amount (including if the Resolved Amount is zero), Parent shall disburse the balance of the Special Holdback Amount to the Paying Agent (for further distribution to the Sellers who delivered to Parent a duly completed and executed Letter of Transmittal and Surrendered Certificate(s) prior to such time). If the Resolved Amount is greater than the Special Holdback Amount, then the Representative may elect, in its sole discretion, to pay such excess amount by wire transfer of immediately available funds to an account designated by Parent within five (5) Business Days after the date of the determination of the Resolved Amount, or, in the event the Representative elects not to make such payment, Parent shall cause such excess amount to be recorded as a 2019 expense on the consolidated income statement of the Group Companies (regardless of whether Parent may have accrued a balance sheet reserve for any portion of the Potential Liability), which shall not constitute a violation of Section 1.15(c). If the amount of the Potential Liability has not been finally determined on or before the first anniversary of the Closing, Parent and the Representative agree to negotiate the release of the Special Holdback Amount (through the disbursement to the Paying Agent for further distribution to the Sellers) except to the extent all or any portion thereof is reasonably subject to continuing negotiations or dispute with a third party or third parties as to the amount of the Potential Liability. This Section 9.5(b) shall be the exclusive manner of payment by or on behalf Sellers with respect to the Potential Liability. Parent shall otherwise be responsible for any payment to a third party or third parties with respect to the Potential Liability.

9.6 Representative. Each Seller hereby appoints the Representative to act as the agent of the Sellers with full power to resolve all questions, disputes, conflicts and controversies concerning Losses as provided in this ARTICLE IX. Purchaser Indemnitees are entitled to rely on the acts and agreements of the Representative as the acts and agreements of the Sellers under this ARTICLE IX. With respect to any amount payable to the Seller Indemnitees under this ARTICLE IX by Parent, payment by Parent of such amount to the Representative shall be deemed a payment of such amount to the Seller Indemnitees, and upon making any such payment to the Representative, Parent shall have no further obligation or liability with respect thereto.

9.7 Exclusive Remedy. Except (a) with respect to the matters covered by Sections 1.10 and 1.15, (b) in the case where a Party seeks to obtain specific performance pursuant to Section 10.10, (c) a Party's right to seek and obtain any other equitable relief to which it shall be entitled under any other Transaction Agreement, (d) any Party's right to seek any remedy on account of the Company's Actual Fraud or actual common law fraud of Parent or Merger Sub arising under this Agreement, as applicable and (e) the Representative's rights to indemnification under Section 10.13, from and after the Closing, the rights of the Parties to indemnification pursuant to the provisions of this ARTICLE IX shall be the sole and exclusive remedy for the Parties with respect to any matter in any way arising from or relating to this Agreement or its subject matter. Subject to the foregoing, to the maximum extent permitted by law, the Parties hereby waive all other rights and remedies with respect to any matter in any way relating to this Agreement or arising in connection herewith, whether under any Law at common law, in equity or otherwise.

ARTICLE X MISCELLANEOUS

10.1 Expenses. Except as otherwise provided in this Agreement or the other Transaction Agreements, each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the other Transaction Agreements and each other agreement, document and instrument contemplated hereby or thereby and the consummation of the Transaction. Parent shall be solely responsible for all governmental fees and charges applicable to any requests for Governmental Approvals or to the consummation of the Transaction. Parent, on the one hand, and the Representative, on the other hand, shall each pay one-half of all charges and expenses of the Paying Agent in connection with this Agreement.

10.2 GOVERNING LAW THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

10.3 SUBMISSION TO JURISDICTION; WAIVERS SUBJECT TO SECTION 1.10(d)(ii) AND SECTION 1.15(a) (WHICH WILL GOVERN ANY DISPUTE RESPECTIVELY ARISING THEREUNDER), THE PARTIES AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE TRANSACTION UNDER THIS AGREEMENT, OR THE VALIDITY, INTERPRETATION, BREACH OR TERMINATION THEREOF, INCLUDING CLAIMS SEEKING REDRESS OR ASSERTING RIGHTS UNDER ANY LAW, SHALL BE RESOLVED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SITTING IN THE STATE OF DELAWARE (THE DELAWARE COURTS). IN THAT CONTEXT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY AGREES TO SUBMIT IRREVOCABLY AND UNCONDITIONALLY:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY ACTION RELATING TO THE TRANSACTION OR TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE DELAWARE COURTS, AND APPEALS TO SUCH COURTS HAVING

JURISDICTION OF APPEALS FROM ANY OF THE FOREGOING COURTS, AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION SHALL BE HEARD AND DETERMINED IN SUCH DELAWARE COURTS (TO THE EXTENT PERMITTED BY LAW, IN SUCH APPELLATE COURTS;

(b) CONSENTS THAT ANY SUCH ACTION MAY AND SHALL BE BROUGHT EXCLUSIVELY IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OR JURISDICTION OF ANY SUCH ACTION IN ANY SUCH COURT OR THAT SUCH ACTION WAS BROUGHT IN AN INCONVENIENT FORUM, AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(c) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTION OR TO THIS AGREEMENT OR ITS PERFORMANCE UNDER OR THE ENFORCEMENT OF THIS AGREEMENT;

(d) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION MAY BE EFFECTED BY MAIL OR BY A COPY OF SUCH PROCESS BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR METHOD OF MAIL), POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 10.8; AND

(e) AGREES THAT NOTHING IN THIS AGREEMENT SHALL AFFECT THE RIGHT TO EFFECTIVE SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY THE LAWS OF THE STATE OF DELAWARE.

10.4 Recovery of Costs and Attorneys' Fees . If there are any Legal Proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, after the entry of a final written non-appealable order, if one Party has prevailed in the dispute, it shall be entitled to recover from the other Party all court costs, fees and expenses relating to such Legal Proceeding, including reasonable attorneys' fees that are specifically included in such court award.

10.5 Further Assurances. After the Closing, each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the Transaction.

10.6 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto), the documents delivered pursuant hereto and the other Transaction Agreements represent the entire understanding and agreement between the Parties with respect to the Transaction and supersedes all prior agreements among the Parties respecting the Transaction. The Parties have voluntarily agreed to define their rights, liabilities and obligations respecting the Transaction exclusively in contract pursuant to the express terms and provisions of this Agreement; and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement.

10.7 Amendments and Waivers. Prior to Closing, this Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by Parent and the Company. Following Closing, this Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by Parent and the Representative. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. In the event any provision of any other Transaction Agreement shall in any way conflict with the provisions of this Agreement (except where a provision therein expressly provides that it is intended to take precedence over this Agreement), this Agreement shall control.

10.8 Notices. All notices, requests, demands, and other communications to any Party or given under this Agreement will be in writing and delivered personally, by overnight delivery or courier, by registered mail, or by electronic transmission (with confirmation of receipt of electronic transmission) to the Parties at the address or electronic mail address specified below. Each notice, request, demand, or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger, the confirmation of receipt of electronic transmission, or at such time as delivery is refused by the addressee upon presentation. Each Party may designate by notice in writing a new address to which any notice, demand, request, or communication may thereafter be so given, served, or sent.

If to the Company (prior to the Closing) or the Representative, to:

c/o Arlington Capital Partners
5425 Wisconsin Avenue, Suite 200
Chevy Chase, MD 20815
Attention: Michael Lustbader
Facsimile: (202) 337-7525
Email: mlustbader@arlingtoncap.com

With a copy (which shall not constitute notice) to:

Sheppard Mullin Richter & Hampton LLP
2099 Pennsylvania Avenue, NW, Suite 100
Washington, DC 20006
Attention: Lucantonio N. Salvi
Facsimile: (202) 747-3811
Email: lsalvi@sheppardmullin.com

If to Parent or Merger Sub, or, following the Closing, the Surviving Company, to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: H. Lynn Moore, Jr., President
Facsimile: (972) 713-3777
E-mail: Lynn.Moore@tylertech.com

With a copy (which shall not constitute notice) to:

Munck Wilson Mandala, LLP
12770 Coit Road, Suite 600
Dallas, TX 75251
Attention: Randall G. Ray
Fax: (972) 628-3613
E-mail: rray@munckwilson.com

10.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transaction is consummated as originally contemplated to the greatest extent possible.

10.10 Specific Performance.

(a) Each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the Company, Parent or Merger Sub could not be adequately compensated in all cases by monetary damages alone, even if available. Accordingly, in addition to any other right or remedy to which any Party may be entitled at law or in equity, before or after the Closing, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. Each of the Parties further agrees that it shall not object to, or take any position inconsistent with respect to, whether in a court of law or otherwise, (i) the appropriateness of the specific performance contemplated by this Section 10.10 and (ii) the exclusive jurisdiction of the courts set forth in Section 10.3 with respect to any action brought for any such remedy.

(b) Each Party further agrees that (i) by seeking the remedies provided for in this Section 10.10, a Party shall not in any respect waive its right to seek any other form of relief that may be available to such party under this Agreement or in the event that the remedies provided

for in this Section 10.10 are not available or otherwise are not granted, and (ii) nothing set forth in this Section 10.10 shall require any Party to institute any action for (or limit any Party's right to institute any action for) specific performance under this Section 10.10 prior or as a condition to exercising any termination right under ARTICLE VII, nor shall the commencement of any action pursuant to this Section 10.10 or anything set forth in this Section 10.10 restrict or limit any such Party's right to terminate this Agreement in accordance with ARTICLE VII, or pursue any other remedies under this Agreement that may be available then or thereafter.

10.11 No Third-Party Beneficiaries; No Recourse Against Affiliates Nothing in this Agreement, express or implied, is intended or shall be construed to give any rights to any Person or entity other than (a) the Parties and their successors and permitted assigns, (b) the Purchaser Indemnitees and the Seller Indemnitees and (c) each D&O Indemnified Person, who shall have the right to enforce the obligations of Parent and the Company solely with respect to Section 5.9. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Company, any Operating Subsidiary, any Seller or any of its respective Affiliates shall have any liability (whether in Law or in equity or in contract or in tort) for any obligations or liabilities of the Company arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of, the Transaction, including any alleged nondisclosure or misrepresentations made by any such Persons.

10.12 Assignment. No Party may assign or transfer this Agreement or any right, interest or obligation hereunder, directly or indirectly (by operation of Law or otherwise), without the prior written approval of Parent, on the one hand, and the Representative, on the other hand; provided, that each of Parent and Merger Sub may assign its rights, but not its obligations, under this Agreement to (a) any of its Affiliates or (b) its financing sources for collateral purposes; and, provided, further that any such assignment shall not relieve Parent or Merger Sub of its obligations hereunder. Any assignment in violation of this Section 10.12 shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.13 Authorization of Representative.

(a) By virtue of adoption of this Agreement by the Sellers, and without further action by any such Seller, the Representative is hereby appointed, authorized and empowered to act as an agent, representative and attorney-in-fact for each of the Sellers in connection with and to facilitate the consummation of the Transactions, including pursuant to the Paying Agent Agreement and the matters related to (w) the Merger Consideration contemplated by Section 1.10, (x) the payment of amounts from the Representative Expense Fund Amount, (y) the preparation and filing of the Tax Returns with respect to the Group Companies contemplated by ARTICLE VII and (z) all other such items and matters set forth in this Agreement and the other Transaction Agreements contemplating participation by the Representative (collectively, "Representative Actions"), in each case with the power and authority, including power of substitution, acting in the name of or for and on behalf of each Seller, and subject to the limitations set forth herein or therein: (i) to execute and deliver and receive such waivers and consents as the Representative, in its sole discretion, may deem necessary or desirable; (ii) to collect and receive all moneys and other proceeds

and property payable to the Representative from the Representative Expense Fund Amount, and, subject to any applicable withholding Laws, and, net of any out-of-pocket expenses incurred by the Representative, disburse and pay the same to each Seller in accordance with such Seller's Pro Rata Share; (iii) to authorize the set off, reduction, cancellation or the release of any funds from the Holdback Amounts in accordance with this Agreement; (iv) to authorize the release of any funds by the Paying Agent in accordance with this Agreement and the Paying Agent Agreement; (v) to enforce and protect the rights and interests of the Sellers and the Representative arising out of or under or in any manner relating to any Representative Action, and to take any and all actions which the Representative believes are necessary or appropriate in respect thereof, including asserting or pursuing any claim, action, proceeding or investigation (a "Claim") against Parent, Merger Sub and/or any of the Group Companies (after the Closing) or defending any Claim by Parent, Merger Sub and/or any of the Group Companies (after the Closing) against the Sellers relating to this Agreement, consenting to, compromising or settling any such Claims, conducting negotiations with Parent, Merger Sub, the Group Companies (after the Closing) and their representatives regarding such Claims; (vi) agree to, object to negotiate, resolve, enter into settlements and compromises of, demand arbitration or litigation of, and comply with Orders with respect to, indemnification claims by Parent or any other Purchaser Indemnitee pursuant to ARTICLE IX (vii) to refrain from enforcing any right of any Seller or the Representative arising out of or under or in any manner relating to any Representative Action in connection with the foregoing; provided, that no such failure to act on the part of the Representative, except as otherwise provided in this Agreement shall be deemed a waiver of any such right or interest by the Representative or by the Sellers unless such waiver is in writing signed by the waiving party or by the Representative; (viii) to make, execute, acknowledge, deliver and receive all such other agreements, guarantees, Orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Representative, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the Representative Actions, and all other agreements, documents or instruments executed in connection therewith; and (viii) take all such other actions as the Representative shall deem necessary or appropriate, in its discretion, for the accomplishment of the foregoing and the consummation of the Transactions. The Parties acknowledge and agree that the appointment, authorization and empowerment of the Representative set forth in this Section 10.13(a) shall not include any matter specifically reserved for a Seller in this Agreement.

(b) The Representative shall be entitled to the payment of all its out-of-pocket expenses incurred as the Representative subject to and in accordance with the terms and conditions set forth in this Agreement, including Section 1.9(b), which such amounts to be used by the Representative to pay expenses incurred by the Representative in its capacity as the Representative; provided, that if the Transaction is not consummated, the Company shall reimburse the Representative for all costs and expenses reasonably incurred by the Representative in connection with the Transaction and neither Parent nor Merger Sub shall have any liability to the Representative or the Company in connection therefor. Once the Representative determines, in its sole discretion, that the Representative will not incur any additional expenses in its capacity as the Representative, then the Representative will distribute the remaining unused Representative Expense Fund Amount, if any, to the Sellers in accordance with their Pro Rata Shares. If, however, the Representative incurs expenses, in its capacity as the Representative, in an amount exceeding the Representative

Expense Fund Amount, then the Representative shall be entitled to receive from the Sellers in accordance with their Pro Rata Shares an amount for the difference between the total expenses incurred by the Representative and the Representative Expense Fund Amount. Furthermore, the Representative shall be entitled to cause the Paying Agent to withhold and pay a portion of any Other Seller Payments to the Representative, by providing written notice thereof to the Paying Agent and Parent prior to its distribution of such Other Seller Payment, for the purpose of the Representative making any payments or paying any expenses under or in connection with this Agreement on behalf of the Sellers to satisfy costs, expenses and/or liabilities of the Representative in connection with the performance of its duties under this Agreement. In connection with this Agreement, and any instrument, agreement or document relating hereto or thereto, and in exercising or failing to exercise all or any of the powers conferred upon the Representative hereunder, (i) the Representative shall incur no responsibility whatsoever to any of the Sellers by reason of any error in judgment or other act or omission performed or omitted hereunder or any such other agreement, instrument or document, excepting only responsibility for any act or failure to act which represents willful misconduct, (ii) the Representative shall not be liable to Sellers for any apportionment or distribution of payments made by the Representative in good faith, and if any such apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Seller to whom payment was due, but not made or not made in full, shall be to recover from the other Sellers any payment in excess of the amount to which such Seller is determined to have been entitled, and (iii) the Representative shall be entitled to rely on the advice of counsel, public accountants or other independent experts experienced in the matter at issue, and any error in judgment or other act or omission of the Representative pursuant to such advice shall in no event subject the Representative to liability to any of the Sellers. Each Seller shall indemnify, on a pro rata basis (based on such Seller's Pro Rata Share), the Representative against all Losses (including any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claims whatsoever), arising out of or in connection with any claim, investigation, challenge, action or proceeding or in connection with any appeal thereof, relating to the acts or omissions of the Representative hereunder. The foregoing indemnification shall not apply in the event of any action or proceeding which finally adjudicates the liability of the Representative hereunder for its willful misconduct.

(c) All of the indemnities, immunities and powers granted to the Representative under this Agreement shall survive the Closing Date and/or any termination of this Agreement. Each of Parent and Merger Sub shall have the right to rely upon all actions taken or omitted to be taken by the Representative pursuant to this Agreement, all of which actions or omissions shall be legally binding upon the Sellers. The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable and survives the death, incompetency, bankruptcy or liquidation of any of the Sellers and (ii) shall survive the Closing. Any amounts received by the Representative on account of the Sellers, whether pursuant to Section 1.9 or otherwise, shall be distributed to the Sellers, net of any reserve the Representative may deem necessary in its reasonable discretion, in accordance with Section 1.11.

(d) The Parties acknowledge and agree that the Representative shall have no liability to, and shall not be liable for any Losses of, any Party in connection with any obligations of the Representative under this Agreement or otherwise in respect of this Agreement or the Transaction.

(e) In the event of the death, incapacity, liquidation, dissolution or resignation of any Person serving as the Representative, as applicable, within twenty (20) days of such death, incapacity, liquidation, dissolution or resignation, the Sellers shall choose the successor representative by affirmative vote of the Sellers who hold a majority of the voting power of the Company based on their Pro Rata Share. Following such resignation, any reference to the Representative herein shall be deemed to include such successor representative.

10.14 Attorney Conflict Waiver. Recognizing that Sheppard Mullin Richter & Hampton LLP has acted as legal counsel to the Representative and its Affiliates and the Group Companies prior to the Closing, and that Sheppard Mullin Richter & Hampton LLP intends to act as legal counsel to the Representative and its Affiliates (which will no longer include the Group Companies) after the Closing, each of Parent and the Company hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with Sheppard Mullin Richter & Hampton LLP representing the Representative or its Affiliates (including any of the Sellers) after the Closing as such representation may relate to Parent, any Group Company or the Transaction. In addition, all communications involving attorney-client confidences between the Representative, its Affiliates or any Group Company and Sheppard Mullin Richter & Hampton LLP in the course of the negotiation, documentation and consummation of the Transaction shall be deemed to be attorney-client confidences that belong solely to the Representative and its Affiliates (and not the Group Companies). Accordingly, the Group Companies shall not have access to any such communications, or to the files of Sheppard Mullin Richter & Hampton LLP relating to its engagement whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) the Representative and its Affiliates (and not the Group Companies) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Group Companies shall be a holder thereof, (ii) to the extent that files of Sheppard Mullin Richter & Hampton LLP in respect of such engagement constitute property of the client, only the Representative and its Affiliates (and not the Group Companies) shall hold such property rights and (iii) Sheppard Mullin Richter & Hampton LLP shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to any of the Group Companies by reason of any attorney-client relationship between Sheppard Mullin Richter & Hampton LLP and any of the Group Companies or otherwise.

10.15 Limitation on Damages. Notwithstanding anything else to the contrary set forth herein, except with respect to punitive or exemplary damages required to be paid to a third party as part of a Third Party Claim under ARTICLE IX, no Party or other Indemnitor shall be liable for, and no breach of any representation, warranty or covenant contained herein or in any certificate delivered pursuant to this Agreement shall give rise to any right on the part of Parent, Merger Sub, the Company, any Seller or any other Indemnified Party to, any punitive, special, consequential, incidental, indirect, exemplary or remote damages or Losses based thereon, including regarding the loss of future revenue, income, profits, diminution of value or loss of business reputation or

opportunity, and no Party or other Indemnitor will be obligated to any other Person for any Loss determined as a multiple of income, increase factor, premium or revenue in connection with the transactions contemplated hereby.

10.16 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic transmission (including e-mail), each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and to the extent applicable, the foregoing constitutes the election of the Parties to invoke any Law authorizing electronic signatures.

ARTICLE XI DEFINITIONS AND INTERPRETATIONS

11.1 Certain Definitions.

(a) For purposes of this Agreement, the following terms shall have the meanings specified in this Section 11.1:

"Accounting Referee" means BDO USA LLP.

"Accounting Rules" means, collectively, (i) the rules, principles and sample calculation of Working Capital set forth on Exhibit B (collectively, the "Agreed Principles"), and (ii) the same accounting principles, methods, practices, policies and procedures, with consistent classifications, judgments, and valuation and estimation methodologies, that were used in the preparation of the audited Company Financial Statements for the most recent audited fiscal year-end as if such accounts were being prepared and audited as of a fiscal year-end, including GAAP, applied in a manner consistent with its application to the preparation of the audited Company Financial Statements (collectively, the "Historical Principles"); provided, that notwithstanding any provisions or concepts of GAAP, no developments or events taking place after the Closing Date shall be taken into account; provided, further, that in the event of any conflict among the Agreed Principles and the Historical Principles, the Agreed Principles shall take precedence.

"Actual Fraud" means actual common law fraud by the Company in the making of its representations and warranties contained in ARTICLE III or in any certificate delivered pursuant to Section 6.2(c) of this Agreement.

"Adjustment Holdback Amount" means \$1,000,000.

"Adjustment Time" means 11:59 p.m., U.S. Eastern Time, on the Closing Date.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Applicable Privacy and Security Laws" means all applicable Laws and guidance issued by a Governmental Authority concerning the privacy or security of Personal Information or other confidential data, and all regulations promulgated and guidance issued by Governmental Authorities thereunder.

"Arlington Fees" means all accrued and unpaid fees and expenses payable to Arlington Capital II, L.P. as of the Closing Date (including as a result of the consummation of the Transaction) pursuant to the Management Services Agreement.

"Business Day" means any day of the year other than a Saturday, Sunday or any other day on which national banking institutions are authorized or obligated to close under the federal Laws of the United States.

"Cash and Cash Equivalents" means the sum of the fair market value (expressed in United States dollars) of (i) all cash and (ii) all cash equivalents (including deposits, amounts held in escrow, marketable securities and short term investments) of the Group Companies, in each case, determined in accordance with GAAP as of a specified time. Cash and Cash Equivalent shall (i) be reduced by issued but uncleared checks and drafts of the Group Companies, and (ii) be increased by inbound checks and drafts deposited for the account of the Group Companies, in each case as of such time.

"Closing Cash" means the aggregate amount of all Cash and Cash Equivalents of the Group Companies as of the Adjustment Time.

"Closing Date Indebtedness" means all Indebtedness of the Group Companies as of the Adjustment Time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial-Off-The-Shelf Software" means software that was obtained from a third party on general commercial terms widely and readily available for purchase by the general public on such commercial terms, and was licensed on a non-exclusive basis for fixed payments of less than \$50,000 in the aggregate or annual payments of less than \$50,000 per year.

"Common Stock" means the common stock of the Company, par value \$0.001.

"Company EBITDA" means, for any period of determination with respect to the Group Companies on a consolidated basis, earnings before interest, taxes, depreciation and amortization for the applicable fiscal period of the Company calculated in accordance with GAAP,

provided that, in making such determination: (a) the following shall not be treated as an expense: (i) any intercompany management fees, costs, expenses or interest, other than cost reimbursement for out-of-pocket expenses incurred in connection with Group Companies' customer service or business development, charged to the Group Companies by Parent or its Affiliates; (ii) any fees and expenses incurred by the Group Companies in connection with the transactions contemplated hereby; (iii) fees and expenses of outside auditors, accountants or financial personnel incurred in connection with the preparation of the Closing Statement and EBITDA Statements or the performance of any related audit thereof; (iv) any dividends or distributions made by the Company to its stockholder(s) or other equityholder(s); (v) any transaction expenses incurred in connection with any potential or contemplated acquisition by the Group Companies; (vi) any expense incurred by the Group Companies related to the unsuccessful enforcement by the Group Companies or Parent of this Agreement or the other Transaction Agreements against Sellers; (vii) in the event the employment of any Seller by the Group Companies is terminated and an individual is hired to replace such Seller, any severance expenses payable to such Seller, and, following the hiring of such Seller's replacement, expenses incurred in connection with locating such a replacement (including recruiting fees and sign on bonuses); (viii) any non-cash charges (other than any such non-cash item to the extent it represents an accrual of, or reserve for, anticipated cash expenditures in any future period); (ix) any extraordinary or non-recurring expenses, losses write-offs or charges; (x) (A) any costs (including fees and expenses) incurred to the extent actually reimbursed by a third party, (B) any costs incurred with respect to liability, casualty events or business interruption, to the extent covered by insurance, and (C) the amount of any non-recurring restructuring charge or reserve, integration cost, or other non-recurring business optimization expense or cost; (xi) any non-cash mark-to-market losses relating to any hedging arrangements; (xii) any net losses from discontinued or disposed operations, and (xiii) any purchase accounting adjustments; (b) any equity securities, or securities convertible into or exchangeable for, at any time, equity securities, received by the Group Companies in lieu of cash as fees for services (and any dividends, distributions or appreciation of such securities) shall be treated as income; (c) no proceeds from nor any dividends or refunds with respect to, nor any increases in the cash surrender value of any life insurance or disability policy under which any Group Company is the named beneficiary or otherwise entitled to recovery, shall be included in income, and the premium expense related thereto shall be excluded as an expense; (d) the reversal or other reduction of any accrued liability or reserve shall be charged to the calendar year during which such liability was accrued or such reserve was established; and (e) the one-time effect of changes in accounting principles shall be excluded.

"Company Material Adverse Effect" means any change, circumstance, condition, effect, event, occurrence, result or state of facts that is, individually or in the aggregate, materially adverse to the business, assets, properties, financial condition or results of operations of the Group Companies, taken as a whole; provided that no event, change, occurrence, circumstance or effect (by itself or taken together with any and all other events, changes, occurrences, circumstances or effects) that results from or arises out of or is related to any of the following shall constitute or be deemed to contribute to a "Company Material Adverse Effect", or be taken into account in determining whether a "Company Material Adverse Effect" has occurred or may, would or could occur: (i) changes in general economic conditions in the United States or any other country or region in the world, or changes in conditions in the global economy generally; (ii) changes in conditions in the financial markets, credit markets or capital markets in the United States or any other country

or region in the world; (iii) changes in political conditions in the United States or any other country or region in the world, acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism), earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wildfires or other natural disasters, weather conditions and other force majeure events, in each case in the United States or any other country or region in the world; (iv) changes affecting the industry generally in which the Group Companies operate; (v) the announcement of this Agreement, the pendency of the Transaction or any investigation or challenge to the Transaction, or the consummation of the Transaction (including the loss of any employees, suppliers, customers, advertisers, assets or property interests resulting from the identity of Parent or Merger Sub); (vi) the taking of any action required or contemplated by this Agreement or undertaken with Parent's consent pursuant to the terms of this Agreement, or the failure to take any action prohibited by this Agreement or to which Parent refused to provide consent pursuant to the terms of this Agreement; (vii) changes in Law or other legal or regulatory conditions (or the interpretation thereof); (viii) changes in GAAP or other accounting standards (or the interpretation thereof); (ix) any failure, in and of itself, by the Group Companies to meet internal or external projections or forecasts or revenue or earnings predictions (provided that the cause or basis for the Company or its Subsidiaries failing to meet such projections or forecasts or revenue or earnings predictions may be considered in determining the existence of a Company Material Adverse Effect unless such cause or basis is otherwise excluded by this definition); or (x) any failure of Parent to obtain any waiver or consent from any Person required in connection with this Agreement.

"Company Stockholder Agreement" means that certain Amended and Restated Stockholders Agreement of the Company, dated August 14, 2015, by and among, the Company and the stockholders of the Company signatories thereto, as amended, restated or otherwise modified from time to time.

"Contract" means any written agreement, contract, indenture, note, mortgage bond, lease or license.

"Data Room" means the electronic documentation site established by Spurrier Capital Partners on behalf of the Company.

"Environmental Laws" means as enacted and in effect on or prior to the Closing Date, any applicable Law relating to (i) pollution or exposure to Hazardous Materials, (ii) the protection, preservation, or restoration of the environment, including laws relating to exposures to, or emissions, discharges, releases, or threatened releases of Hazardous Materials into ambient air, surface water, ground water, or land surface or subsurface strata, or (iii) the treatment, storage, transport, handling, or disposal of any Hazardous Materials. "Environmental Laws" include the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 960 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq., the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., and the Federal

Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136~~et seq.~~, in each case as amended, and any other federal, state, or local Laws relating to any of the foregoing.

"Equitable Principles" means (i) bankruptcy, insolvency, reorganization, moratorium and similar Laws, in each case, affecting creditors' rights and remedies generally, and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

"Equity Incentive Plan" means the MP Holdings Parent, Inc. Equity Incentive Plan dated as of May 9, 2011, as amended, restated or otherwise modified to date, or any other equity incentive plan or arrangement adopted or approved by the board of directors of the Company, and any award agreements issued pursuant thereto, in each case, as amended from time to time, and any successor equity incentive plans thereto.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any corporation or trade or business under common control with the Company as determined under Sections 414(b), (c), (m), or (o) of the Code.

"Fully Diluted Shares" means the sum of all shares of Common Stock, including Vested Restricted Stock but excluding Unvested Restricted Stock, issued and outstanding immediately prior to the Effective Time.

"GAAP" means generally accepted accounting principles in the United States of America in effect from time to time.

"Government Bid" means any quotation, bid or proposal by the Company or any of its Subsidiaries that, if accepted or awarded, would lead to a Contract with a Governmental Authority, including a prime contractor or a higher tier subcontractor to the United States government or any foreign government, for the design, manufacture or sale of products or the provision of services by the Company or any of its Subsidiaries.

"Government Contract" means any Contract that (i) is between the Company or any of its Subsidiaries, on the one hand, and a Governmental Authority, on the other hand, or (ii) is entered into by the Company or any of its Subsidiaries as a subcontractor (at any tier) in connection with a Contract between another Person and a Governmental Authority.

"Governmental Antitrust Authority" shall mean any Governmental Authority with regulatory jurisdiction over any consent required for the consummation of the Transaction, under the HSR Act or under Other Competition Laws.

"Governmental Authority" means any government or governmental, judicial, administrative or regulatory body thereof, or political subdivision thereof, whether domestic, foreign, federal, state, provincial or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private), but excluding, in each case (except for purposes of the

definitions of "Governmental Contract" and Section 3.14), Governmental Authorities in their capacities as customers of the Company or its Subsidiaries.

"Group Companies" means (i) prior to the Closing, the Company and the Operating Subsidiaries and (ii) from and after the Closing, the Surviving Company and the Operating Subsidiaries.

"Hazardous Materials" means any substances, wastes or materials that are listed, regulated or defined as hazardous, toxic, pollutants, or contaminants under any Environmental Law, including petroleum or petroleum by-products, lead, or polychlorinated biphenyls.

"Holdback Amounts" means the Adjustment Holdback Amount and the Special Holdback Amount.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" of any Person means, without duplication, (i) the outstanding principal amount of and accrued and unpaid interest of (A) indebtedness of such Person or its Subsidiaries for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person or its Subsidiaries is responsible or liable; (ii) all obligations of such Person or its Subsidiaries issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding accounts payable and other current liabilities arising in the Ordinary Course of Business); (iii) capitalized lease obligations of such Person or its Subsidiaries; (iv) all obligations of the type referred to in clauses (i) through (iii) of other Persons for the payment of which such Person or its Subsidiaries is responsible or liable, directly or indirectly, as obligor, guarantor or surety; and (v) all obligations of the type referred to in clauses (i) through (iv) of other Persons secured by any Lien on any property or asset of such Person or its Subsidiaries; provided, however, that Indebtedness shall not include (1) any amounts taken into account in the calculation of the Working Capital as of the Adjustment Time or Transaction Expenses, (2) any undrawn letter of credit or similar instrument or (3) any long-term or short-term deferred revenue and customer deposits.

"Industrial Security Manual" means the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information and all supplements thereto published by the United States Department of Defense (DoD 52220.22-M) prescribing the specific requirements, restrictions, and other safeguards necessary in the interest of national security for the safeguarding of classified information.

"Intellectual Property" means any and all of the following in the United States and foreign countries: (i) patents, patent disclosures, patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications; (ii) trademarks, service marks, trade dress, corporate names, fictitious business names, logos, and slogans (and all

translations, adaptations, derivations, and combinations of the foregoing), together with all goodwill associated with each of the foregoing; (iii) Internet domain names; (iv) original works of authorship in any medium of expression, whether or not published, copyrights and copyrightable works; (v) registrations and applications for any of the foregoing; (vi) trade secrets, confidential information, technical data, know-how, and inventions; (vii) Software and Technology; and (viii) all rights to sue at law or in equity and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing, including the right to receive all proceeds therefrom (including without limitation license fees, royalties, income, payments, claims, damages, and proceeds of a suit in any country).

"IRS" means the United States Internal Revenue Service.

"Knowledge" means, with respect to the Company, the actual knowledge (without independent inquiry) of Dan Smith, Kris Collo, Growson Edwards and Michael Cerniglia.

"Law" means all foreign, federal, state, provincial and local laws statutes, codes, ordinances, rules, regulations, resolutions, and Orders.

"Leases" means any lease, license, sublease, sublicense, franchise, easement or other Contract pursuant to which a Person has the right to use any real, personal or intangible property. When used as a verb, the word "Lease" or "Leased" (or words having correlative meanings) means to lease, license, sublease, sublicense, obtain a franchise, acquire an easement or otherwise use any real, personal or intangible property.

"Legal Proceeding" means any judicial, administrative or arbitral action, suit, claim, review or other proceeding, whether public or private, by or before a Governmental Authority or arbiter.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust or other security interest or similar restriction.

"Management Services Agreement" means that certain Professional Services Agreement, dated as of May 9, 2011, by and among the Company (as successor in interest to Indigo Holding Company, Inc., a Delaware corporation) and Arlington Capital II, L.P., as amended.

"Net EBITDA" means (i) the Company EBITDA for a particular period less (ii) capitalized software development costs of the Group Companies for the same period. For illustrative purposes, Exhibit D sets forth the calculation of Net EBITDA for the twelve (12)-month period ended December 31, 2018.

"Order" means any order, injunction, judgment, decree, determination, ruling, writ, assessment or arbitration or other award of a Governmental Authority.

"Ordinary Course of Business" means the ordinary and usual course of business of the Group Companies consistent with past practices.

"Organizational Documents" means, with respect to a particular Person (other than a natural person), the certificate/articles of formation/incorporation/organization, bylaws, partnership agreement, limited liability company agreement, trust agreement or other similar organizational document or agreement, as applicable, of such Person.

"Other Competition Laws" shall mean all Laws (other than the HSR Act) intended to prohibit, restrict or regulate actions having an anti-competitive effect or purpose, including competition, restraint of trade, anti-monopolization, merger control or antitrust Laws.

"Other Seller Payments" means any additional cash amounts (without interest) payable from time to time to the Sellers pursuant to Section 1.10(e), Section 1.15, Section 9.5(b) and Section 10.13(b) or any other funds payable to the Sellers hereunder after the Closing Date.

"Parent Closing Date Transaction" means any transactions or elections, including Tax elections, made on the Closing Date, after the Closing, by the Group Companies that are outside the Ordinary Course of Business.

"Parent Material Adverse Effect" means any event, change, occurrence, circumstance or effect that, when taken individually or together with all other adverse events, changes, occurrences, circumstances or effects, would, or is reasonably expected to, prevent or materially delay, Parent or its Affiliates from consummating the Transaction or performing its obligations under this Agreement.

"Per Share Merger Consideration" means an amount per share of Common Stock (including Vested Restricted Stock but excluding Unvested Restricted Stock) equal to (i) the Merger Consideration divided by (ii) the Fully Diluted Shares.

"Per Share Portion" means the quotient (expressed as a percentage) of (i) one (1), divided by (ii) the Fully Diluted Shares.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Authority.

"Permitted Liens" means (i) all Liens disclosed in policies of title insurance and/or recorded in public records; (ii) Liens for Taxes, assessments or other governmental charges not yet due and payable or not yet delinquent (or which may be paid without interest or penalties) or the amount or validity of which is being contested in good faith by appropriate proceedings; (iii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business or the amount or validity of which is being contested in good faith by appropriate proceedings; (iv) pledges, deposits or other Liens to the performance of bids, trade contracts (other than for borrowed money), Leases or statutory obligations (including, workers' compensation, unemployment insurance or other social security legislation, but excluding Liens for Taxes); (v) zoning, entitlement and other land use or Environmental Laws by any Governmental Authority; (vi) survey exceptions and matters as to the Leased Real Property which would be disclosed by an accurate survey or inspection of such real property and which do not materially impair the current occupancy or current use of such Leased Real Property; (vii) any Lien affecting the fee interest of

any Leased Real Property; (viii) title of a lessor under a capital or operating Lease; (ix) any Liens discharged or released at or in connection with Closing; and (x) such other imperfections in title, charges, easements, restrictions and encumbrances which do not or would not have, individually or in the aggregate, a Company Material Adverse Effect.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“Personal Information” means any information that identifies, or in combination with other information may identify, an individual, including name, address, telephone number, health information, social security number, driver’s license number, government-issued identification number, financial account number, or log-in information.

“Pre-Closing Tax Period” means (i) any taxable period ending on or before the Closing Date, and (ii) with respect to any Straddle Period, the portion of such Straddle Period ending on the Closing Date.

“Preferred Stock” means the preferred stock of the Company, par value \$0.001 per share.

“Pro Rata Share” means, with respect to each Seller, a percentage obtained by dividing (i) the aggregate number of shares of Common Stock, including Vested Restricted Stock but excluding Unvested Restricted Stock, held by such Person immediately prior to the Effective Time, by (ii) the total number of Fully Diluted Shares outstanding immediately prior to the Effective Time. The respective Pro Rata Shares of the Sellers are set forth in Exhibit C and shall be subject to update for any vesting occurring between the date of this Agreement and the Effective Time.

“Requisite Stockholder Approval” means, pursuant to Section 251 of the DGCL, the affirmative vote or written consent of the stockholders of the Company holding a majority of the outstanding shares of capital stock of the Company entitled to vote on the approval of this Agreement and transactions contemplated hereby, including the Merger.

“Restricted Stock” means each issued and outstanding share of Common Stock that is subject to restrictions under the Equity Incentive Plan and Restricted Stock Award Agreement(s) with the Company.

“Restricted Stock Award Agreement” means a restricted stock award agreement between any Person and the Company or its predecessor entered into pursuant to the Equity Incentive Plan.

“Schedules” means the Company Disclosure Schedule and/or the Parent Disclosure Schedule, as the case may be.

“Securities Act” means the Securities Act of 1933, as amended.

"Sellers" means, collectively, as of immediately prior to the Effective Time, each holder of Common Stock and Vested Restricted Stock.

"Software" means , any and all (a) computer programs, including any and all software implementations of algorithms, models, and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts, and other work product used to design, plan, organize, and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons, and icons, and (d) all documentation including user manuals and other training documentation related to any of the foregoing, but excluding Commercial-Off-The-Shelf Software.

"Special Holdback Amount" means \$650,000.

"Stock Certificate" means a certificate formerly representing any shares of Common Stock.

"Straddle Period" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Subsidiary" means any Person of which a majority of the outstanding share capital, voting securities or other equity interests is owned, directly or indirectly, by another Person.

"Surrendered Certificate(s)" means one or more Stock Certificates surrendered in accordance with this Agreement or, if any Stock Certificate has been lost, stolen or destroyed, compliance with Section 1.13(b) with respect to such applicable shares.

"Tax" or "Taxes" (or "Taxable" where the context requires) means any and all U.S. federal, state, local, or non-U.S. net or gross income, gross receipts, net proceeds, built-in gains, sales, use, transfer, ad valorem, value added, franchise, margins, withholding, payroll, employment, excise, real property, personal property, deed, stamp, alternative or add-on minimum, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, unemployment, social security, workers' compensation, disability, capital, premium, recapture, environmental (including taxes under Section 59A of the Code), customs, duties, net worth, registration, business license fees, estimated and other taxes, fees, assessments, or charges, whether disputed or not, of any kind whatsoever together with any interest, penalties, additions to tax or additional amounts with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" means any return, declaration, report, claim for refund, document or information return or statement or attachment thereto, and including any amendment thereof required to be filed with a Governmental Authority in respect of any Taxes.

"Technology" means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works

of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, other than any in the form of Software.

"Transaction(s)" means the transactions contemplated by this Agreement and the other Transaction Agreements.

"Transaction Agreements" means this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to which Parent, Merger Sub or the Company is a party or to be executed by Parent, Merger Sub or the Company in connection with the consummation of the Transaction.

"Transaction Expenses" means, without duplication and only to the extent not paid prior to Closing, the collective amount of all (i) out-of-pocket costs and expenses incurred by the Group Companies in connection with the Transaction payable by the Group Companies to outside legal counsel, accountants, advisors, brokers and other third parties, including, without limitation, the Arlington Fees, (ii) Change of Control Payments (other than those arising from actions of Parent taken after the Closing) that are due to any current or former employee, officer or director of the Group Companies directly as a result of the consummation of the Transaction pursuant to any Contract entered into by any Group Company prior to the Closing, (iii) the aggregate Unvested Restricted Stock Refund Payments, and any employment or other withholding Taxes related to the foregoing and (iv) accrued, but unpaid premiums for any "tail" director and officer insurance policies obtained pursuant to Section 5.9(b); provided, however, that Transaction Expenses shall not include (1) any amounts taken into account in the calculation of the Closing Date Indebtedness or (2) any prepayment penalties, redemption premiums, call premiums, make-whole payments or similar fees, costs, expenses and/or penalties incurred in relation to the payment of any Indebtedness.

"Transfer Taxes" means any and all sales, use, value-added, transfer, real property transfer, recording, documentary, stamp, registration, stock transfer and other similar Taxes or fees; provided, however, under no circumstance shall the term "Transfer Taxes" include income taxes, capital gains taxes, margins taxes, gross receipts taxes or similar taxes imposed upon Sellers.

"Unvested Restricted Stock" means each share of Restricted Stock that remains unvested as of the Effective Time.

"Unvested Restricted Stock Refund Payment" means the amount payable upon the consummation of the Merger to each holder of Unvested Restricted Stock pursuant to the Restricted Stock Award Agreement entered into by and between such holder and the Company.

"Vested Restricted Stock" means each share of vested Restricted Stock and each share of Restricted Stock that vests after the date of this Agreement and immediately prior to the Effective Time in accordance with the terms of the Equity Incentive Plan and the applicable Restricted Stock Award Agreements.

"Working Capital" means, with respect to the Group Companies, on a consolidated basis, (i) current assets of the Group Companies (including Closing Cash), as of the Adjustment

Time, that are included in the line item categories of current assets specifically identified on Exhibit B, reduced by (ii) those current liabilities of the Group Companies, as of the Adjustment Time, that are included in the line item categories of current liabilities specifically identified on Exhibit B, reduced by (iii) Closing Date Indebtedness, in each case, without duplication, and as determined in a manner strictly consistent with the Accounting Rules. Notwithstanding anything to the contrary contained herein, in no event shall "Working Capital" include any amounts with respect to (A) any fees, expenses or liabilities related to any financing by Parent and its Affiliates of the Transaction, (B) any intercompany accounts and transactions between or among the Group Companies, (C) any Transaction Expenses, (D) any liabilities of the Group Companies or any of their respective Affiliate which are being discharged, terminated or cancelled pursuant to Section 1.9, or (E) any prepayment penalties, redemption premiums, call premiums, make-whole payments or similar fees, costs, expenses and/or penalties incurred in relation to the repayment of any Indebtedness, which are being paid in connection with payment of the Closing Date Indebtedness pursuant to Section 1.9 or which have been waived. For purposes of this definition, including the calculation of current assets and current liabilities, the Parties shall disregard any adjustments arising from purchase accounting or otherwise arising out of the Transaction.

"Working Capital Target" means Zero dollars (\$0).

(b) Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated:

Access Limitations	Section 5.2(a)
Additional Merger Consideration Payment	Section 1.15(b)
Agreed Principles	Section 11.1(a)
Agreement	Preamble
Alternative Transaction	Section 5.3(a)
Balance Sheet	Section 3.5(a)(ii)
Balance Sheet Date	Section 3.5(a)(ii)
Benefit Plan(s)	Section 3.17(a)
Business Systems	Section 3.19(b)
Certificate of Merger	Section 2.2
Change of Control Payments	Section 3.18(e)
Claim	Section 10.13(a)
Closing	Section 2.1
Closing Date Balance Sheet	Section 1.10(c)
Closing Date	Section 2.1
Closing Date Merger Consideration	Section 1.10(c)
Closing Payment	Section 1.9
Closing Statement	Section 1.10(c)
Company	Preamble
Company Budget	1.15(c)
Company Disclosure Schedule	ARTICLE III

Company Financial Statements	Section 3.5(a)
Company Software	Section 3.16(c)
Confidentiality Agreement	Section 5.6
Delaware Courts	Section 10.3
Deductible	Section 9.4(a)
DGCL	Recitals
Dispute Notice	Section 1.10(d)(i)
Disputed Items	Section 1.10(d)(i)
Dissenting Shares	Section 1.6(d)
D&O Indemnifiable Claim	Section 5.9(a)
D&O Indemnified Person	Section 5.9(a)
EBITDA Statement	Section 1.15(a)
Effective Time	Section 2.2
Employee Sellers	Section 5.11
Employment Agreement	Section 5.12(a)
Environmental Permits	Section 3.12(a)(ii)
Estimated Closing Consideration	Section 1.9(a)
Estimated Merger Consideration	Section 1.10(a)
Exclusivity Period	Section 5.3
Final Closing Date Merger Consideration	Section 1.10(e)
FTC	Section 5.4(b)
Fundamental Representations	Section 9.1
Governmental Approval	Section 3.3(b)
Historical Principles	Section 11.1(a)
Insurance Policies	Section 3.22
Increase Amount	Section 1.10(e)(i)
Indemnified Party	Section 9.2(b)
Indemnitor	Section 9.3(a)
Key Employees	Section 5.12(a)
Lease(d)	Section 11.1(a)
Leased Real Property	Section 3.11(b)
Letter of Transmittal	Section 1.13
Licensed Intellectual Property	Section 3.16(e)
Loss	Section 9.2(a)
Material Contracts	Section 3.13(a)
Material Government Contracts	Section 3.14(a)
Measurement Period	Section 1.15(a)
Merger	Recitals
Merger Consideration	Section 1.8
Merger Sub	Preamble
Non-U.S. Benefit Plan	Section 3.17(b)
Notice of Claim	Section 9.3(a)

Operating Subsidiaries	Section 3.4(b)
Owned Intellectual Property	Section 3.16(a)
Parent	Preamble
Parent Disclosure Schedule	ARTICLE IV
Parent Tax Claim	Section 8.5
Parent Tax Return	Section 8.3(c)
Parties	Preamble
Party	Preamble
Paying Agent	Section 1.9(a)
Paying Agent Agreement	Section 2.4(b)
Potential Liability	Section 9.2(a)
Pre-Closing Statement	Section 1.10
Purchaser Indemnitee	Section 9.2(a)
Qualified Plan	Section 3.17(h)
Real Property Lease	Section 3.11(b)
Referred Disputed Items	Section 1.10(d)(ii)
Related Party	Section 3.21
Representative	Preamble
Representative Actions	Section 10.13(a)
Representative Expense Fund Amount	Section 1.9(b)
Resolution Date	Section 9.5(b)
Resolved Amount	Section 9.5(b)
Restrictive Covenant Agreement	Section 5.11
Scheduled IP	Section 3.16(b)
Seller Indemnitee	Section 9.2(b)
Seller Loan Balance	Section 1.7(a)
Seller Tax Claim	Section 8.5
Seller Tax Return	Section 8.3(b)
Single Employer Plan	Section 3.17(d)
Surviving Company	Recitals
Tax Claim	Section 8.5
Termination Date	Section 7.1(a)(iii)
Third Party Claim	Section 9.3(b)

11.2 Certain Interpretive Matters Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Time of the Essence; Calculation of Time Periods. Time is of the essence for each and every provision of this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the

date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Accounting Terms. Accounting terms that are not otherwise defined in this Agreement have the meanings given to them under GAAP, and if the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(c) Dollars. Any reference in this Agreement to "\$" or dollars shall mean U.S. dollars.

(d) Exhibits/Schedules/Construction. The Exhibits and Schedules to this Agreement are an integral part of this Agreement and are hereby incorporated herein and made a part hereof as if set forth herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. If a subject matter is addressed in more than one representation and warranty in this Agreement, each of Parent and Merger Sub shall be entitled to rely only on the most specific representation and warranty addressing such matter. Any disclosure set forth in one section of the Schedules shall apply to (i) the representations and warranties or covenants contained in the Section of this Agreement to which it corresponds in number, (ii) any representation and warranty or covenant to which it is referred by cross reference, and (iii) any other representation or warranty or covenant to the extent it is reasonably apparent from the wording of such disclosure that such disclosure is applicable to such representation or warranty or covenant.

(e) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(f) Headings. The provision of the Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Article," "Section" or other subdivision are to the corresponding Article, Section or other subdivision of this Agreement unless otherwise specified.

(g) Herein. The words such as "herein," "hereinafter," "hereof," "hereunder" and "hereto" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(h) Including. The word "including" or any variation thereof mean "including, without limitation" and, if "without limitation" or the equivalent thereof are not present, shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(i) Or. The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or."

(j) Made Available. An item shall be considered "made available" to a Party hereto, to the extent such phrase appears in this Agreement, only if such item has been provided in writing (including via electronic mail) to such Party or its representatives or posted by the Company or its representatives in the Data Room.

(k) Reflected On or Set Forth In An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statements, to the extent any such phrase appears in such representation or warranty, if (i) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statements that related to the subject matter of such representation, (ii) such item is otherwise specifically set forth on the balance sheet or financial statements, or (iii) such item is reflected on the balance sheet or financial statements and is specifically set forth in the notes thereto.

(l) Days. The term "day" refers to a calendar day unless expressly identified as a Business Day.

(m) Material. As used in this Agreement, unless the context would require otherwise, the term "material" and the concept of the "material" nature of an effect upon the Group Companies or their business shall be measured relative to the Group Companies, taken as a whole, as their business is currently being conducted. There have been included in the Company Disclosure Schedule or the Parent Disclosure Schedule and may be included elsewhere in this Agreement items which are no "material" within the meaning of the immediately preceding sentence for informational purposes and in order to avoid any misunderstanding, and such inclusion shall not be deemed to be an agreement by the Parties that such items are "material" or to further define the meaning of such term for purposes of this Agreement.

(n) Joint Negotiation and Drafting The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PARENT:

TYLER TECHNOLOGIES, INC.

By: _____

Name:

Title:

MERGER SUB:

TMP SUBSIDIARY, INC.

By: _____

Name:

Title:

**THE COMPANY:
MP HOLDINGS PARENT, INC.**

By: _____
Name:
Title:

REPRESENTATIVE:

ARLINGTON CAPITAL PARTNERS II, L.P.

By: Arlington Capital Group II, LLC, its general partner

By: _____
Name:
Title:

Exhibit A

Surviving Company Certificate of Incorporation

(See attached.)

Exhibit B

Sample Working Capital and Agreed Principles

Agreed Principles

The Pre-Closing Statement and the Closing Statement shall be prepared on a consolidated basis as of the Adjustment Time (except as otherwise expressly set forth in the Agreement) using the usual year end close-the-books processes of the Company. The Pre Closing Statement and the Closing Statement shall be prepared in accordance with the Accounting Rules, subject to adjustments provided for in this Exhibit B. A reconciliation between working capital prepared under Historical Principles and Working Capital prepared pursuant to the Accounting Rules will be included in the Pre-Closing Statement and the Post-Closing Statement. Adjustments will be made to eliminate the cost of investment in any Subsidiaries and to reconcile and eliminate any balances owed between Subsidiaries.

In preparing the Pre-Closing Statement and the Closing Statement, no item shall be included more than once.

The Pre-Closing Statement and the Closing Statement will be prepared in USD. Assets and liabilities in the Pre-Closing Statement and the Closing Statement denominated in a currency other than USD shall be converted into USD at the USD spot rate of exchange applicable to such other currency as quoted by The Wall Street Journal at or about the Adjustment Time on the Closing Date.

There should be no change in (i) the classification to a current liability of any particular liability that has not been previously categorized as a current liability, (ii) the classification to a long-term liability of any particular liability that has not been previously categorized as a long-term liability, (iii) the classification to a long-term asset of any particular asset that has not been previously categorized as a long-term asset, or (iv) the classification to a current asset of any particular asset that has not been previously categorized as a current asset, in each case, other than a change resulting solely from the passage of time.

The Deferred revenue adjustment should be equal to 50% of the deferred revenue balance as of the relevant date.

The following is an illustrative example of the Working Capital calculation utilizing the amounts for the corresponding line items set forth in the September 30, 2018, consolidated balance sheet of the Company. The following example is for illustrative purposes only and the Working Capital calculation remains subject to the terms and conditions of this Agreement.

(See attached.)

Exhibit C

Pro Rata Share

(See attached.)

Exhibit D

Net EBITDA Example

(See attached.)

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Exhibit 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-225011) pertaining to the Tyler Technologies, Inc. 2018 Stock Option Plan,
- (2) Registration Statement (Form S-8 No. 333-182318) pertaining to the Tyler Technologies, Inc. Employee Stock Purchase Plan;

of our reports dated February 20, 2019, with respect to the consolidated financial statements of Tyler Technologies, Inc., and the effectiveness of internal control over financial reporting of Tyler Technologies, Inc., included in this Annual Report (Form 10-K) of Tyler Technologies, Inc. for the year ended December 31, 2018.

/s/ ERNST & YOUNG LLP

Dallas, Texas
February 20, 2019

Exhibit 31.1

CERTIFICATIONS

I, H. Lynn Moore, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of Tyler Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over our financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Tyler and have:
 - a. Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its divisions, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (The registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are

reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 20, 2019

By: /s/ H. Lynn Moore, Jr.
H. Lynn Moore, Jr.
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Brian K. Miller, certify that:

1. I have reviewed this annual report on Form 10-K of Tyler Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over our financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Tyler and have:
 - a. Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its divisions, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (The registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 20, 2019

By: /s/ Brian K. Miller
Brian K. Miller
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

H. Lynn Moore, Jr., President and Chief Executive Officer of Tyler Technologies, Inc., (the "Company") and Brian K. Miller, Executive Vice President and Chief Financial Officer of the Company, each certify pursuant to section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Date: February 20, 2019

By: /s/ H. Lynn Moore, Jr.
H. Lynn Moore, Jr.
President and Chief Executive Officer

By: /s/ Brian K. Miller
Brian K. Miller
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Tyler Technologies, Inc. and will be retained by Tyler Technologies, Inc. and furnished to the Securities and Exchange Commission upon request.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 14, 2019.

Selected Entity Name: TYLER TECHNOLOGIES, INC.

Selected Entity Status Information

Current Entity Name: TYLER TECHNOLOGIES, INC.

DOS ID #: 3168959

Initial DOS Filing Date: FEBRUARY 25, 2005

County: ALBANY

Jurisdiction: DELAWARE

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TYLER TECHNOLOGIES, INC.

5101 TENNYSON PARKWAY

PLANO, TEXAS, 75024

Chief Executive Officer

JOHN S MARR JR

5101 TENNYSON PARKWAY

PLANO, TEXAS, 75024

Principal Executive Office

TYLER TECHNOLOGIES, INC.

5101 TENNYSON PARKWAY

PLANO, TEXAS, 75024

Registered Agent

CAPITOL SERVICES, INC.

1218 CENTRAL AVENUE, SUITE 100

ALBANY, NEW YORK, 12205

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 25, 2005	Actual	TYLER TECHNOLOGIES, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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COUNTY OF NASSAU

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

1. Name of the Entity: Tyler Technologies, Inc.

Address: 5101 Tennyson Parkway

City: Plano State: TX Zip Code: 75024

2. Entity's Vendor Identification Number: 752303920

3. Type of Business: Public Corp (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):

1 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

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.

Tyler Technologies A&T Services, LLC - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Appraisal & Tax Services, ULC - wholly owned subsidiary of Tyler Technologies A&T Services, LLC
Socrata, Inc. - wholly owned subsidiary of Tyler Technologies, Inc.
Micropact, Inc. - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Technologies Australia PTY LTD - wholly owned subsidiary of Tyler Technologies, Inc.
Tyler Foundation - non-profit, charitable organization funded by Tyler Technologies, Inc.

None of the above listed subsidiaries will be taking part in the performance of the contracts.

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.

Are there lobbyists involved in this matter?

YES NO

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:

Abigail Diaz [ABIGAIL.DIAZ@TYLERTECH.COM]

Dated: 11/15/2019 09:50:09 AM

Title: Chief Legal Officer

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

Tyler Technologies, Inc. Directors as of 11/01/2019

<http://investors.tylertech.com/profiles/investor/Directors.asp?BzID=499>

- Donald R. Brattain – 5101 Tennyson Parkway, Plano TX 75024
- Glenn A. Carter – 5101 Tennyson Parkway, Plano TX 75024
- Brenda A. Cline – 5101 Tennyson Parkway, Plano TX 75024
- J. Luther King, Jr. – 5101 Tennyson Parkway, Plano TX 75024
- John S. Marr, Jr. – One Tyler Drive, Yarmouth, ME 04096
- Daniel Pope – 5101 Tennyson Parkway, Plano TX 75024
- Dustin R. Womble – 5519 53rd Street, Lubbock, TX 79414
- H. Lynn Moore, Jr. – 5101 Tennyson Parkway, Plano TX 75024

Tyler Technologies, Inc. Officers as of 11/01/2019

<http://www.tylertech.com/about-us/our-leadership>

- John S. Marr Jr. – One Tyler Drive, Yarmouth, ME 04096
Executive Chairman of the Board

- Brian K. Miller – 5101 Tennyson Parkway, Plano TX 75024
**Executive Vice President,
Chief Financial Officer and Treasurer**

- H. Lynn Moore Jr. – 5101 Tennyson Parkway, Plano TX 75024
**Chief Executive Officer,
President**

- Matthew B. Bieri – 5101 Tennyson Parkway, Plano TX 75024
Chief Information Officer

- Samantha B. Crosby – 5101 Tennyson Parkway, Plano TX 75024
Chief Marketing Officer

- Bruce Graham – 5101 Tennyson Parkway, Plano TX 75024
Chief Strategy Officer

- Kelly Shimansky – One Tyler Drive, Yarmouth, ME 04096
Chief Human Resources Officer

- W. Michael Smith – 5101 Tennyson Parkway, Plano TX 75024
Chief Accounting Officer
- Brett Cate - 5519 53rd Street, Lubbock, TX 79414
Chief Sales Officer
- Abigail Diaz - One Tyler Drive, Yarmouth, ME 04096
**Chief Legal Officer,
Secretary**
- Jeff Green – 1601 East Valley Rd., Ste. 200, Renton, WA 98057
Chief Technology Officer
- Christopher P. Hepburn – One Tyler Drive, Yarmouth, ME 04096
President, Enterprise Group
- Chris Webster – One Tyler Drive, Yarmouth, ME 04096
President, ERP & School Division
- Dane Womble – 5519 53rd Street, Lubbock, TX 79414
President, Local Government Division
- Mark Hawkins – One Tyler Way, Moraine, OH 45439
President, Appraisal & Tax Division
- Bret Dixon - 5101 Tennyson Parkway, Plano, TX 75024
President, Justice Group
- Rusty Smith - 5101 Tennyson Parkway, Plano, TX 75024
President, Courts & Justice Division
- Bryan Procter – 840 West Long Lake Rd., Troy MI 48098
President, Public Safety Division
- Franklin Williams – 255 South King Street, Suite 1100, Seattle, WA 98104
President, Data & Insights Division

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Abigail Diaz state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Tyler Technologies, Inc.

Vendor's Address: 5101 Tennyson Parkway Plano TX US 75024

Vendor's EIN or TIN: 752303920

Forms Submitted:

Political Campaign Contribution Disclosure Form:
11/15/2019 09:14:57 AM

Lobbyist Registration and Disclosure Form:
11/18/2019 10:11:18 AM

Business History Form certified:
11/15/2019 11:26:54 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
11/15/2019 09:50:09 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
H. Lynn Moore, Jr. [LYNN.MOORE@TYLERTECH.COM]	11/14/2019 09:37:40 AM
Mark Hawkins [MARK.HAWKINS@TYLERTECH.COM]	11/25/2019 03:10:52 PM
John S. Marr, Jr. [JOHN.MARRJR@TYLERTECH.COM]	11/26/2019 11:49:07 AM
Bryan Proctor [BRYAN.PROCTOR@TYLERTECH.COM]	11/21/2019 09:18:15 AM

I, Abigail Diaz hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

Abigail Diaz

Name

Chief Legal Officer

Title

Tyler Technologies, Inc.

Name of Submitting Entity

11/26/2019 11:50:28 AM

Date

REQUISITION

RQIT2000002 07/JAN/2020

VENDOR:
TYLER TECHNOLOGIES, INC
12 GOOSE LN

TOLLAND CT 06084-0000
TEL: (800) 273-8605
FAX: (860) 872-9526

REQUISITIONER:
IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501
S. BARNETT/MARY MAHONEY(1-3159)
TEL: (516) 571-2233
FAX: (516) 571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	920-45 COMPUTER SOFTWARE MAINTENANCE/SUPPORT	1.00	EA		605,000.0000	605,000.00
	2020 IAS MAINTENANCE RENEWAL 1/1/2020-12/31/2020			\$325,940.00		
	2020 ADAPT MAINTENANCE RENEWAL 1/1/2020-12/31/2020			\$279,060.00		
	ADAPT MAINTENANCE:			=====		
	TAX BILLING & COLLECTION			\$605,000.00		
	DELINQUENT TAX					
	APPEALS MANAGEMENT					
	EDMS INTERFACE (IDOC)					
	INCLUDES: UPGRADES, NEW ENHANCEMENT RELEASES, HOT BUG FIXES/PATCHES					
	MON-FRI 8:00 AM - 5:00 PM TOLL FREE TELEPHONE SUPPORT,					
	USER GROUP					

.....
BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY, 11501
EMAIL TO: SBARNETT@NASSAUCOUNTYNY.GOV
.....

P6 IT 19000257

~~A 58-2019~~

A-01-2020

ESTIMATED TOTAL: 605,000.00

REQUISITION

RQIT20000002 07/JAN/2020

VENDOR:

TYLER TECHNOLOGIES, INC
12 GOOSE LN

TOLLAND

CT 06084-0000

TEL: (800) 273-8605

FAX: (860) 872-9526

REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR

MINEOLA

NY 11501

S. BARNETT/MARY MAHONEY(1-3159)

TEL: (516) 571-2233

FAX: (516) 571-3918



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2019

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110		CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mcrosby@hayscompanies.com ADDRESS:															
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Lloyds of London Syndicates</td> <td>048337 &</td> </tr> <tr> <td>INSURER D:</td> <td>048945</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Lloyds of London Syndicates	048337 &	INSURER D:	048945	INSURER E:		INSURER F:	
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INSURER C: Lloyds of London Syndicates	048337 &																
INSURER D:	048945																
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 19-20 GL Auto REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08VENAY8572	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		08VENAY8572	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		08ZHUAY8392	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	08NBEL5271	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy Prof Liab		B0621PTYLB000218	12/17/2018	12/17/2019	Occurrence Limit \$20,000,000
C	Cyber/Privacy Prof Liab		B0621PTYLB000318	12/17/2018	12/18/2019	Aggregate Limit \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured on the General Liability policy when required by written contract. Waiver of Subrogation is added to Workers Compensation in favor of Nassau County Assessor & Project Administrator.

CERTIFICATE HOLDER Nassau County Dept./Assessors 240 Old County Road 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 James Hays/MCROSB
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2019

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.

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		INSURER B: Hartford Casualty Insurance Company		29424
		INSURER C: Lloyds of London Syndicates		048337 & 048945
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 12.17.19-4.1.20 GL Auto REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			08UENAY8572	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			08UENAY8572	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			08XHDZ8392	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
DED RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	08WEEL5271	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000219	12/17/2019	12/17/2020	Limit \$20,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000319	12/17/2019	12/17/2020	Excess Limit \$10,000,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2020

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INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024		INSURER B: Hartford Casualty Insurance Company 29424 INSURER C: Lloyds of London Syndicates 048337 & INSURER D: 048945 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 GL Auto WC **REVISION NUMBER:**

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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			08XHU28392	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WZEL5271	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy Prof Liab			B0621PPLYE000219	12/17/2019	12/17/2020	Limit \$20,000,000
C	Cyber/Privacy Prof Liab			B0621PPLYE000319	12/17/2019	12/17/2020	Excess Limit \$10,000,000

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Staff Summary A-26-2020

Subject: Masks
Department: Department of Shared Services/Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: April 13, 2020
Vendor Name: Millennium Products Group LLC
Contract Number A-26-2020
Contract Manager Name Timothy Funaro

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>MF</i>	Budget	04/27/2020 <i>PSA</i>	County Atty.
	Deputy C.E.	<i>TF</i> 04/27/2020	County Exec.

Narrative

Purpose: To ratify the award and execution of a purchase order for the Office of Emergency Management for five hundred thousand (500,000) 3-ply disposable protective masks made on an emergency basis pursuant to Section 702(d) of the Nassau County Charter.

Discussion: The Nassau County Office of Emergency Management requested an emergency procurement of disposable protective masks needed to help Nassau County and the County's health care providers respond to the COVID-19 outbreak. This procurement of masks is of the utmost urgency to protect first responders and medical professionals as they encounter and treat COVID-19 afflicted patients. These masks will primarily be used by patients at hospitals and during EMS transport, but should the need arise, can substitute as a first responder mask where the N95 mask is now used. Proper personal protective equipment (PPE) is essential to assist response professionals in performing their jobs safely and effectively during this outbreak.

The Commissioner of Shared Services was authorized by the County Executive to immediately purchase from the open market the necessary materials, supplies, equipment and services to address the COVID-19 public health emergency pursuant to an Emergency Purchase Authorization dated February 7, 2020 (the "Emergency Purchase Authorization"). As indicated above, these masks are of critical importance to the safety of first responders and medical professionals during this COVID-19 public health emergency. The Office of Emergency Management placed orders for masks with regular procurement channels such as Grainger and Fastenal, however, supply has been extremely limited through these channels and delivery has been delayed. The Office of Emergency Management identified Millennium Products Group LLC as capable of filling the order with a quick delivery schedule, was willing to accept payment through a County purchase order, and the price was otherwise reasonable given these emergency circumstances.

The Department of Shared Services is satisfied that Millennium Products Group LLC is a responsible vendor and was the lowest priced vendor for masks that the County could identify that could meet the County's delivery requirements, had available stock, could meet required specifications, and was willing to accept a County purchase order for payment.

The Department of Shared Services now seeks the County Legislature's approval to ratify this emergency purchase of masks.

Impact on Funding: The maximum amount authorized under this purchase order shall be Four Hundred Ninety-Seven Thousand Five Hundred dollars (\$497,500.00) from general funds.

Recommendation: The Commissioner of Shared Services recommends that the Nassau County Legislature ratify the award and execution of the said purchase order with Millennium Products Group LLC.

INSURANCE APPROVAL: *Deese*
04/27/2020

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-26-2020

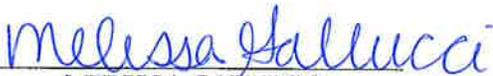
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: APRIL 27, 2020

SUBJECT: RESOLUTION – THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO RATIFY THE AWARD AND EXECUTION OF A PURCHASE ORDER IN THE AMOUNT OF FOUR HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$497,500.00) ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT TO MILLENNIUM PRODUCTS GROUP LLC FOR FIVE HUNDRED THOUSAND (500,000) 3-PLY DISPOSABLE PROTECTIVE MASKS.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE NASSAU COUNTY LEGISLATURE FOR INCLUSION IN ITS AGENDA.


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br

- ENCL:
- (1) STAFF SUMMARY
 - (2) DISCLOSURE STATEMENT
 - (3) RESOLUTION
 - (4) CERTIFICATE OF LIABILITY INSURANCE
 - (5) POLITICAL CONTRIBUTION FORM

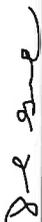


RESOLUTION

2020

A RESOLUTION RATIFYING THE COMMISSIONER OF SHARED SERVICES AWARD AND EXECUTION OF A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT, AND MILLENNIUM PRODUCTS GROUP LLC

APPROVED AS TO FORM



Deputy County Attorney
Daniel Gregware

WHEREAS, the County Executive has authorized the Commissioner of Shared Services, pursuant to Section 702(d) of the Nassau County Charter, to immediately purchase from the open market the necessary materials, supplies, equipment and services to address the COVID-19 public health emergency; and

WHEREAS, the Commissioner of Shared Services has made an award to Millennium Products Group LLC to provide three-ply disposable protective masks on an emergency basis to assist Nassau County in their response to the COVID-19 public health emergency;

RESOLVED, the Nassau County Legislature ratifies the Commissioner of Shared Services award and execution of the said Purchase Order with Millennium Products Group LLC.



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?

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Steven Goldmeier [S.GOLDMEIER@MPGGO.COM]

Dated: 04/10/2020 04:48:13 PM

Vendor: Millennium Products Group LLC

Title: President



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):

No

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 the last page for a complete description of lobbying activities.

None

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

None

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

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Steven Goldmeier [S.GOLDMEIER@MPGGO.COM]

Dated: 04/15/2020 04:19:25 PM

Vendor: Millennium Products Group LLC

Title: President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Steven Goldmeier
Date of birth: 08/08/1957
Home address: 16 Turnberry Lane
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country: US

Business Address: 145 Kennedy Drive
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 6313573778

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>12/24/2011</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>10/24/2011</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>10/24/2011</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

I own it.

1 File(s) Uploaded: MPG LLC Operating Agreement.pdf

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Steven Goldmeier, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Goldmeier, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Millennium Products Group LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Steven Goldmeier [S.GOLDMEIER@MPGGO.COM]

President

Title

04/15/2020 04:32:45 PM

Date

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Millennium Products Group LLC are as follows:

Steven Goldmeier
Contribution:
Cash: \$99.00

Allen Goldmeier
Contribution:
Cash: \$1.00

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: 04/10/2020

1) Proposer's Legal Name: Millennium Products Group LLC

2) Address of Place of Business: 145 Kennedy Drive

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different): 145 Kennedy Dr

City: Hauppauge State/Province/Territory: PA Zip/Postal Code: 11788

Country: US

Phone: (631) 357-3778

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 967261459

5) Federal I.D. Number: 27-2026642

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:

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

11) Has the proposer, during the past seven years, been declared bankrupt?
YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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.

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.

None

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

None

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

None

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

We would notify the county and offer alternative suppliers.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

10/24/2011

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Steven Goldmeier
President
16 Turnberry Lane
Plainview, NY 11788

No individuals with a financial interest in the company have been attached.

1 File(s) Uploaded: Steven Goldmeier.docx

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Steven Goldmeier
President
16 Turnberry Lane
Plainview, NY 11788

No officers and directors from this company have been attached.

1 File(s) Uploaded: Steven Goldmeier.docx

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

3

- vi) Annual revenue of firm;

1000000

- vii) Summary of relevant accomplishments

Sales to Walmart, Walgreens, Dollar Tree

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

1 File(s) Uploaded: Millennium EIN.pdf

B. Indicate number of years in business.

9

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

We are suppliers to Walmart and Dollar Tree, as well as to smaller ret

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 Raphael Goldberg Nikpour Cohen & Sullivan CPA's PLLC
Contact Person Mark Goldberg
Address 97 Froehlich Farm Blvd
City Woodbury State/Province/Territory NY
Country US
Telephone (516) 972-6729
Fax #
E-Mail Address markg@rsgnccpas.com

Company Morgan Stanley
Contact Person Steven Lederer
Address 1290 Avenue of the Americas, 12th Floor
City New York State/Province/Territory NY
Country US
Telephone (212) 705-4750
Fax #
E-Mail Address steven.lederer@morganstanley.com

Company Tanenbaum Associates
Contact Person Daniel Tannenbaum
Address 43-29 Bell Blvd
City Bayside State/Province/Territory NY
Country US
Telephone (718) 224-6300
Fax #
E-Mail Address tanenlaw@gmail.com

I, Steven Goldmeier , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Goldmeier , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Millennium Products Group LLC

Electronically signed and certified at the date and time indicated by:
Steven Goldmeier [S.GOLDMEIER@MPGGO.COM]

President
Title

04/15/2020 04:23:05 PM
Date

 **DEPARTMENT OF THE TREASURY**
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-03-2010

Employer Identification Number:
27-2026642

Form: 99-4

Number of this notice: CP 575 G

MILLENNIUM MARKETING SERVICES USA
LLC
JASON GOLDMEIER SOLE MBR
16 TURNBERRY LN
PLAINVIEW, NY 11803

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-2026642. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Steven Goldmeier

16 Turnberry Lane

Plainview, NY 11788

516 982 8963

**Limited Liability Company Agreement of
Millennium Products Group LLC
A Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Millennium Products Group LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Millennium Products Group LLC, a Member-managed New York limited liability company (the "Company") formed under and pursuant to New York law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under New York law absent such a provision, this Agreement, to the extent permitted under New York law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

16 Turnberry Lane, Plainview, New York 11803, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company names the New York Secretary of State as its Registered Agent. The Company's initial registered office is 16 Turnberry Lane, Plainview, New York 11803. The Company may change its registered office, its registered agent, or both, upon filing a statement with the New York Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Millennium Products Group LLC will provide whole and distribution services

B. Powers. The Company shall have all of the powers of a limited liability company set forth under New York law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of New York. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by New York law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or New York law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Steven Goldmeier, 99%

Allen Goldmeier, 1%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by New York law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest

and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;

13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other New York limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of New York.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members, Officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of February.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

VI. Officers.

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Members. The Members may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by New York law. The Members may appoint such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Members. Unless the Members decide otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under New York law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

- i. where required or permitted by law or this Agreement to be otherwise signed and executed;
- ii. where signing and execution thereof shall be expressly delegated by the Members to some other Officer or agent of the Company.

2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Members may from time to time prescribe.

3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.

4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by New York law, and shall perform

such other duties as may be prescribed by the Members or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of February. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the Chairman and to the Members, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to New York law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

C. Fiduciary Duties of the Officers.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of New York.

2. *Competition with the Company.* The Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. The Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member,

consents thereto. In the event that the interested Officer is the sole Member, no vote shall be required.

3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care are to the Company and not to the Members or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the Members, but shall owe no such duties to Officers unless the Officer is a Member. An Officer who so performs their duties shall not have any liability by reason of being or having been an Officer.

4. *Reliance on Reports.* In discharging the Officer's duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Members, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence.

VII. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of New York shall have been canceled in the manner required by New York law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to New York Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with New York and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VIII. Exculpation and Indemnification.

A. No Member, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the

authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

X. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of New York.

XI. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XII. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of New York (without regard to conflicts of law principles thereof).

G. Application of New York Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of New York law.

H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with New York law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of June 6, 2011.

Signature: Steven Goldmeier
Steven Goldmeier

Signature: Allen Goldmeier
Allen Goldmeier

COUNTY OF NASSAU

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

1. Name of the Entity: Millennium Products Group LLC

Address: 145 Kennedy Drive

City: Hauppauge, NY 11788 State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: 27-2026642

3. Type of Business: Ltd. Liability Co (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):

1 File(s) uploaded Steven Goldmeier.docx

No principals have been attached to this form.

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.

If none, explain.

Steven Goldmeier
16 Trunberry Lane
Plainview, NY 11803

1 File(s) uploaded Steven Goldmeier.docx

No shareholders, members, or partners have been attached to this form.

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

None

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

Are there lobbyists involved in this matter?

YES NO

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Steven Goldmeier [S.GOLDMEIER@MPGGO.COM]

Dated: 04/10/2020 05:02:49 PM

Title: President

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

Steven Goldmeier

16 Turnberry Lane

Plainview, NY 11788

516 982 8963

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Plainview, NY 11788

516 982 8963



COUNTY OF NASSAU
Laura Curran, County Executive
Theodore Roosevelt Executive and Legislative Office Building
1550 Franklin Avenue
Mineola, NY 11501

E M E R G E N C Y P U R C H A S E A U T H O R I Z A T I O N

WHEREAS, the Commissioner of Shared Services, Department of Shared Services for the County of Nassau, New York has recommended that the recent public health Coronavirus outbreak has necessitated an immediate purchase in the open market of the necessary materials, supplies, equipment and services to address this public health emergency, there being insufficient time for and a need to dispense with the requirements for public notice and taking of bids.

NOW THEREFORE, I, Laura Curran, County Executive of the County of Nassau, do hereby authorize the Commissioner of the Shared Services, Department of Shared Services for the County of Nassau, New York, or her designee, pursuant to Section 702(d) of the Nassau County Charter, to immediately purchase from the open market the necessary materials, supplies, equipment and services to address this public health emergency.

Dated as of: February 7, 2020

A handwritten signature in dark ink, appearing to read "Laura Curran", is written over a horizontal line.

LAURA CURRAN, COUNTY EXECUTIVE



No. 202

EXECUTIVE ORDER

Declaring a Disaster Emergency in the State of New York

WHEREAS, on January 30, 2020, the World Health Organization designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern;

WHEREAS, on January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, both travel-related cases and community contact transmission of COVID-19 have been documented in New York State and more are expected to continue; and

WHEREAS, New York State is addressing the threat that COVID-19 poses to the health and welfare of its residents and visitors.

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, hereby find, pursuant to Section 28 of Article 2-B of the Executive Law, that a disaster is impending in New York State, for which the affected local governments are unable to respond adequately, and I do hereby declare a State disaster emergency for the entire State of New York. This Executive Order shall be in effect until September 7, 2020; and

IN ADDITION, this declaration satisfies the requirements of 49 C.F.R. 390.23(a)(1)(A), which provides relief from Parts 390 through 399 of the Federal Motor Carrier Safety Regulations (FMCSR). Such relief from the FMCSR is necessary to ensure that crews are available as needed.

FURTHER, pursuant to Section 29 of Article 2-B of the Executive Law, I direct the implementation of the State Comprehensive Emergency Management Plan and authorize all necessary State agencies to take appropriate action to assist local governments and individuals in containing, preparing for, responding to and recovering from this state disaster emergency, to protect state and local property, and to provide such other assistance as is necessary to protect public health, welfare, and safety.

IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through April 6, 2020 the following:

Section 112 of the State Finance Law, to the extent consistent with Article V, Section 1 of the State Constitution, and to the extent necessary to add additional work, sites, and time to State contracts or to award emergency contracts, including but not limited to emergency contracts or leases for relocation and support of State operations under Section 3 of the Public Buildings Law; or emergency contracts under Section 9 of the Public Buildings Law; or emergency contracts for professional services under Section 136-a of the State Finance Law; or emergency contracts for commodities, services, and technology under Section 163 of the State Finance Law; or design-build or best value contracts under and Part F of Chapter 60 of the Laws of 2015 and Part RRR of Chapter 59 of the Laws of 2017; or emergency contracts for purchases of commodities, services, and technology through any federal GSA schedules, federal 1122 programs, or other state, regional, local, multi-jurisdictional, or cooperative contract vehicles;

Section 163 of the State Finance Law and Article 4-C of the Economic Development Law, to the extent necessary to allow the purchase of necessary commodities, services, technology, and materials without following the standard notice and procurement processes;

Section 97-G of the State Finance Law, to the extent necessary to purchase food, supplies, services, and equipment or furnish or provide various centralized services, including but not limited to, building design and construction services to assist affected local governments, individuals, and other non-State entities in responding to and recovering from the disaster emergency;

Section 359-a, Section 2879, and 2879-a of the Public Authorities Law to the extent necessary to purchase necessary goods and services without following the standard procurement processes;

Sections 375, 385 and 401 of the Vehicle and Traffic Law to the extent that exemption for vehicles validly registered in other jurisdictions from vehicle registration, equipment and dimension requirements is necessary to assist in preparedness and response to the COVID-19 outbreak;

Sections 6521 and 6902 of the Education Law, to the extent necessary to permit unlicensed individuals, upon completion of training deemed adequate by the Commissioner of Health, to collect throat or nasopharyngeal swab specimens from individuals suspected of being infected by COVID-19, for purposes of testing; and to the extent necessary to permit non-nursing staff, upon completion of training deemed adequate by the Commissioner of Health, to perform tasks, under the supervision of a nurse, otherwise limited to the scope of practice of a licensed or registered nurse;

Subdivision 6 of section 2510 and section 2511 of the Public Health Law, to the extent necessary to waive or revise eligibility criteria, documentation requirements, or premium contributions; modify covered health care services or the scope and level of such services set forth in contracts; increase subsidy payments to approved organizations, including the maximum dollar amount set forth in contracts; or provide extensions for required reports due by approved organizations in accordance with contracts;

Section 224-b and subdivision 4 of section 225 of the Public Health Law, to the extent necessary to permit the Commissioner of Health to promulgate emergency regulations and to amend the State Sanitary Code;

Subdivision 2 of section 2803 of the Public Health Law, to the extent necessary to permit the Commissioner to promulgate emergency regulations concerning the facilities licensed pursuant to Article 28 of the Public Health Law, including but not limited to the operation of general hospitals;

Subdivision 3 of section 273 of the Public Health Law and subdivisions 25 and 25-a of section 364-j of the Social Services Law, to the extent necessary to allow patients to receive prescribed drugs without delay;

Section 400.9 and paragraph 7 of subdivision f of section 405.9 of Title 10 of the NYCRR, to the extent necessary to permit general hospitals and nursing homes licensed pursuant to Article 28 of the Public Health Law ("Article 28 facilities") that are treating patients during the disaster emergency to rapidly discharge, transfer, or receive such patients, as authorized by the Commissioner of Health, provided such facilities take all reasonable measures to protect the health and safety of such patients and residents, including safe transfer and discharge practices, and to comply with the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd) and any associated regulations;

Section 400.11 of Title 10 of the NYCRR, to the extent necessary to permit Article 28 facilities receiving patients as a result of the disaster emergency to complete patient review instruments as soon as practicable;

Section 405 of Title 10 of the NYCRR, to the extent necessary to maintain the public health with respect to treatment or containment of individuals with or suspected to have COVID-19;

Subdivision d and n of section 800.3 of Title 10 of the NYCRR, to the extent necessary to permit emergency medical service personnel to provide community paramedicine, transportation to destinations other than hospitals or health care facilities, telemedicine to facilitate treatment of patients in place, and such other services as may be approved by the Commissioner of Health;

Paragraph 3 of subdivision f of section 505.14 of Title 18 of the NYCRR, to the extent necessary to permit nursing supervision visits for personal care services provided to individuals affected by the disaster emergency be made as soon as practicable;

Sections 8602 and 8603 of the Education Law, and section 58-1.5 of Title 10 of the NYCRR, to the extent necessary to permit individuals who meet the federal requirements for high complexity testing to perform testing for the detection of SARS-CoV-2 in specimens collected from individuals suspected of suffering from a COVID-19 infection;

Subdivision 4 of section 6909 of the Public Health Law, subdivision 6 of section 6527 of the Education Law, and section 64.7 of Title 8 of the NYCRR, to the extent necessary to permit physicians and certified nurse practitioners to issue a non-patient specific regimen to nurses or any such other persons authorized by law or by this executive order to collect throat or nasopharyngeal swab specimens from individuals suspected of suffering from a COVID-19 infection, for purposes of testing, or to perform such other tasks as may be necessary to provide care for individuals diagnosed or suspected of suffering from a COVID-19 infection;

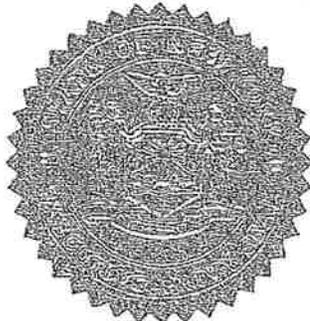
Section 596 of Title 14 of the NYCRR to the extent necessary to allow for rapid approval of the use of the telemental health services, including the requirements for in-person initial assessment prior to the delivery of telemental health services, limitations on who can deliver telemental health services, requirements for who must be present while telemental health services are delivered, and a recipient's right to refuse telemental health services;

Section 409-i of the Education Law, section 163-b of the State Finance Law with associated OGS guidance, and Executive Order No. 2 are suspended to the extent necessary to allow elementary and secondary schools to procure and use cleaning and maintenance products in schools; and sections 103 and 104-b of the General Municipal Law are suspended to the extent necessary to allow schools to do so without the usual advertising for bids and offers and compliance with existing procurement policies and procedures;

Article 7 of the Public Officers Law, section 41 of the General Construction Law, and section 3002 of the Public Health Law, to the extent necessary to permit the Public Health and Health Planning Council and the State Emergency Medical Services Council to meet and take such actions as authorized by law, as may be necessary to respond to the COVID-19 outbreak, without meeting quorum requirements or permitting the public in-person access to meetings, provided that any such meetings must be webcast and means for effective public comment must be made available; and

FURTHER, I hereby temporarily modify, for the period from the date of this Executive Order through April 6, 2020, the following laws:

Section 24 of the Executive Law; Sections 104 and 346 of the Highway Law; Sections 1602, 1630, 1640, 1650, and 1660 of the Vehicle and Traffic Law; Section 14(16) of the Transportation Law; Sections 6-602 and 17-1706 of the Village Law; Section 20(32) of the General City Law; Section 91 of Second Class Cities Law; Section 19-107(ii) of the New York City Administrative Code; and Section 107.1 of Title 21 of the New York Codes, Rules and Regulations, to the extent necessary to provide the Governor with the authority to regulate traffic and the movement of vehicles on roads, highways, and streets.



GIVEN under my hand and the Privy Seal of the
State in the City of Albany this
seventh day of March in the year two
thousand twenty.

BY THE GOVERNOR


Secretary to the Governor





PURCHASE ORDER / SERVICE CONTRACT
County of Nassau
 STATE OF NEW YORK
OFFICE OF PURCHASING

S-t

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Deliver To: OFFICE OF EMERGENCY MANAGEMENT
 510 GRUMMAN RD. WEST
 BETHPAGE NY 11714

Purchase Order No.: POEM20000033
 P.O. Date: 06/APR/2020
 FOB: DEST

Vendor: #272026642
 MILLENNIUM PRODUCTS GROUP LLC
 145 KENNEDY DRIVE
 HAUPPAUGE NY 11788
 ATT: STEVEN GOLDMEIER
 TEL: 516 982 8963
 FAX:

Delivery Date: 08/APR/ 20
 Buyer: TIM FUNARO
 TEL: 516 571 7720

Item	Description	Quantity	Unit	Unit Price	Amount
001	345-72 GAS, RESPIRATOR MASKS & FILTERS MODEL MPG-0610 DISPOSABLE PROTECTIVE 3-PLY MASK/10 PACK	500,000.00	EA	.9950	497,500.00

DISCOUNT TERMS: 0% NET 30

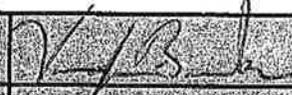
TERMS:
 Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law - Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance 153-2018

Pursuant to Ordinance # 153-2018, A bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<< CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.		 DIRECTOR OFFICE OF PURCHASING
IMPORTANT: READ CONDITIONS ON BACK HEREOF		
IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY OFFICE OF PURCHASING AT ONCE.		
WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN "DELIVER TO" BOX. SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO:		DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION
OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11501		



PURCHASE ORDER / SERVICE CONTRACT
County of Nassau
 STATE OF NEW YORK
OFFICE OF PURCHASING

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Deliver To: OFFICE OF EMERGENCY MANAGEMENT
 510 GRUMMAN RD. WEST

Purchase Order No.: POEM20000033
 P.O. Date: 5/APR/2020

BETHPAGE NY 11714

FOB: DEST

Vendor: #272026642
 MILLENNIUM PRODUCTS GROUP LLC
 145 KENNEDY DRIVE

Delivery Date: 08/APR/ 20

Buyer: TIM FUNARO
 TEL: 516 571 7720

HAUPPAUGE NY 11788
 ATT: STEVEN GOLDMEIER
 TEL: 516 982 8963
 FAX:

Item	Description	Quantity	Unit	Unit Price	Amount
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Value of Contract	Administrative Fee				
-----	-----				
\$0 - \$10,000	\$0.00				
Over \$10,000 - \$50,000	\$150.00				
Over \$50,000 - \$100,000	\$266.00				
Over \$100,000	\$533.00				

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to Waive the fee.

Ordinance 72-2014

The bidder declares that they are a registered vendor for the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

Prohibition of Gifts

In accordance with County Executive Order 2-2018, the contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a 'County Representative'), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, 'anything of value' shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards,

<< CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.	
IMPORTANT: READ CONDITIONS ON BACK HEREOF	
IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY OFFICE OF PURCHASING AT ONCE.	
WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN 'DELIVER TO' BOX. SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO:	DIRECTOR OFFICE OF PURCHASING
OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11501	DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION



PURCHASE ORDER/SERVICE CONTRACT
County of Nassau
 STATE OF NEW YORK
OFFICE OF PURCHASING

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Deliver To: OFFICE OF EMERGENCY MANAGEMENT
 510 GRUMMAN RD. WEST

Purchase Order No.: POEM20000033
P.O. Date: 5/20/2020

BETHPAGE NY 11714

FOB: DEST

Vendor: #272026642
 MILLENNIUM PRODUCTS GROUP LLC
 145 KENNEDY DRIVE

Delivery Date: 08/APR/ 20

Buyer: TIM FUNARO
 TEL: 516 571 7720

HAUPPAUGE NY 11788
 APT: STEVEN GOLDMEIER
 TEL: 516 982 8963
 FAX:

Item	Description	Quantity	Unit	Unit Price	Amount
------	-------------	----------	------	------------	--------

tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For the purpose of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The contractor shall include the provisions of this subsection in each subcontract entered into under this agreement.

Disclose of Conflicts of interest

In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

 AUTHORITY: WRITTEN QUOTATION OF 03/29/20 FROM MILLENNIUM PRODUCTS GROUP AND EMERGENCY PURCHASE AUTHORIZATION (NYS EXECUTIVE ORDER)

DOCUMENT TOTAL: 497,500.00

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.		
IMPORTANT: READ CONDITIONS ON BACK HEREOF		
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WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN 'DELIVER TO' BOX. SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO:		DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION.
OFFICE OF PURCHASING ONE WEST STREET, MINEOLA, NEW YORK 11501		

REQUISITION

RQEM20000023 06/APR/2020

VENDOR:
MILLENNIUM PRODUCTS GROUP LLC
145 KENNEDY DRIVE
HAUPPAUGE NY 11788
TEL: (516) 982-8963
FAX: () -

REQUISITIONER:
EM OFFICE OF EMERGENCY MANAGEMENT
510 GRUMMAN RD. WEST
BETHPAGE NY 11714
TOM DE LISA
TEL: (516) 573-9600
FAX: (516) 573-0673

272 026 642
631-357-3778

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	345-72 GAS, RESPIRATOR MASKS & FILTERS MODEL MPG-0610 DISPOSABLE PROTECTIVE 3-PLY MASK/10 PACK	500,000.00	EA	.9950	497,500.00

SAVOY - NONE IN STOCK
MCKESSON - NONE IN STOCK
TOTAL SAFETY USA NONE IN STOCK
ED MER SANTARY SUPPLY - 78.50

ESTIMATED TOTAL: 497,500.00

REQUISITION

RQEM20000023 06/APR/2020

VENDOR:

MILLENNIUM PRODUCTS GROUP LLC
145 KENNEDY DRIVE
HAUFFAUGE NY 11788

TEL: (516) 982-8963
FAX: () -

REQUISITIONER:

EM OFFICE OF EMERGENCY MANAGEMENT
510 GRUMMAN RD. WEST
BETHPAGE NY 11714
TOM DE LISA
TEL: (516) 573-9600
FAX: (516) 573-0673



COUNTY OF NASSAU
Laura Curran, County Executive
Theodore Roosevelt Executive and Legislative Office Building
1550 Franklin Avenue
Mineola, NY 11501

EMERGENCY PURCHASE AUTHORIZATION

WHEREAS, the Commissioner of Shared Services, Department of Shared Services for the County of Nassau, New York has recommended that the recent public health Coronavirus outbreak has necessitated an immediate purchase in the open market of the necessary materials, supplies, equipment and services to address this public health emergency, there being insufficient time for and a need to dispense with the requirements for public notice and taking of bids.

NOW THEREFORE, I, Laura Curran, County Executive of the County of Nassau, do hereby authorize the Commissioner of the Shared Services, Department of Shared Services for the County of Nassau, New York, or her designee, pursuant to Section 702(d) of the Nassau County Charter, to immediately purchase from the open market the necessary materials, supplies, equipment and services to address this public health emergency.

Dated as of: February 7, 2020

A handwritten signature in dark ink, appearing to read "Laura Curran", is written over a horizontal line.

LAURA CURRAN, COUNTY EXECUTIVE



No. 202

EXECUTIVE ORDER

Declaring a Disaster Emergency in the State of New York

WHEREAS, on January 30, 2020, the World Health Organization designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern;

WHEREAS, on January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, both travel-related cases and community contact transmission of COVID-19 have been documented in New York State and more are expected to continue; and

WHEREAS, New York State is addressing the threat that COVID-19 poses to the health and welfare of its residents and visitors.

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, hereby find, pursuant to Section 28 of Article 2-B of the Executive Law, that a disaster is impending in New York State, for which the affected local governments are unable to respond adequately, and I do hereby declare a State disaster emergency for the entire State of New York. This Executive Order shall be in effect until September 7, 2020; and

IN ADDITION, this declaration satisfies the requirements of 49 C.F.R. 390.23(a)(1)(A), which provides relief from Parts 390 through 399 of the Federal Motor Carrier Safety Regulations (FMCSR). Such relief from the FMCSR is necessary to ensure that crews are available as needed.

FURTHER, pursuant to Section 29 of Article 2-B of the Executive Law, I direct the implementation of the State Comprehensive Emergency Management Plan and authorize all necessary State agencies to take appropriate action to assist local governments and individuals in containing, preparing for, responding to and recovering from this state disaster emergency, to protect state and local property, and to provide such other assistance as is necessary to protect public health, welfare, and safety.

IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through April 6, 2020 the following:

Section 112 of the State Finance Law, to the extent consistent with Article V, Section 1 of the State Constitution, and to the extent necessary to add additional work, sites, and time to State contracts or to award emergency contracts, including but not limited to emergency contracts or leases for relocation and support of State operations under Section 3 of the Public Buildings Law; or emergency contracts under Section 9 of the Public Buildings Law; or emergency contracts for professional services under Section 136-a of the State Finance Law; or emergency contracts for commodities, services, and technology under Section 163 of the State Finance Law; or design-build or best value contracts under and Part F of Chapter 60 of the Laws of 2015 and Part RRR of Chapter 59 of the Laws of 2017; or emergency contracts for purchases of commodities, services, and technology through any federal GSA schedules, federal 1122 programs, or other state, regional, local, multi-jurisdictional, or cooperative contract vehicles;

Section 163 of the State Finance Law and Article 4-C of the Economic Development Law, to the extent necessary to allow the purchase of necessary commodities, services, technology, and materials without following the standard notice and procurement processes;

Section 97-G of the State Finance Law, to the extent necessary to purchase food, supplies, services, and equipment or furnish or provide various centralized services, including but not limited to, building design and construction services to assist affected local governments, individuals, and other non-State entities in responding to and recovering from the disaster emergency;

Section 359-a, Section 2879, and 2879-a of the Public Authorities Law to the extent necessary to purchase necessary goods and services without following the standard procurement processes;

Sections 375, 385 and 401 of the Vehicle and Traffic Law to the extent that exemption for vehicles validly registered in other jurisdictions from vehicle registration, equipment and dimension requirements is necessary to assist in preparedness and response to the COVID-19 outbreak;

Sections 6521 and 6902 of the Education Law, to the extent necessary to permit unlicensed individuals, upon completion of training deemed adequate by the Commissioner of Health, to collect throat or nasopharyngeal swab specimens from individuals suspected of being infected by COVID-19, for purposes of testing; and to the extent necessary to permit non-nursing staff, upon completion of training deemed adequate by the Commissioner of Health, to perform tasks, under the supervision of a nurse, otherwise limited to the scope of practice of a licensed or registered nurse;

Subdivision 6 of section 2510 and section 2511 of the Public Health Law, to the extent necessary to waive or revise eligibility criteria, documentation requirements, or premium contributions; modify covered health care services or the scope and level of such services set forth in contracts; increase subsidy payments to approved organizations, including the maximum dollar amount set forth in contracts; or provide extensions for required reports due by approved organizations in accordance with contracts;

Section 224-b and subdivision 4 of section 225 of the Public Health Law, to the extent necessary to permit the Commissioner of Health to promulgate emergency regulations and to amend the State Sanitary Code;

Subdivision 2 of section 2803 of the Public Health Law, to the extent necessary to permit the Commissioner to promulgate emergency regulations concerning the facilities licensed pursuant to Article 28 of the Public Health Law, including but not limited to the operation of general hospitals;

Subdivision 3 of section 275 of the Public Health Law and subdivisions 25 and 25-a of section 164-j of the Social Services Law, to the extent necessary to allow patients to receive prescribed drugs without delay;

Section 400.9 and paragraph 7 of subdivision f of section 405.9 of Title 10 of the NYCRR, to the extent necessary to permit general hospitals and nursing homes licensed pursuant to Article 28 of the Public Health Law ("Article 28 facilities") that are treating patients during the disaster emergency to rapidly discharge, transfer, or receive such patients, as authorized by the Commissioner of Health, provided such facilities take all reasonable measures to protect the health and safety of such patients and residents, including safe transfer and discharge practices, and to comply with the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd) and any associated regulations;

Section 400.11 of Title 10 of the NYCRR, to the extent necessary to permit Article 28 facilities receiving patients as a result of the disaster emergency to complete patient review instruments as soon as practicable;

Section 405 of Title 10 of the NYCRR, to the extent necessary to maintain the public health with respect to treatment or containment of individuals with or suspected to have COVID-19;

Subdivision d and u of section 800.3 of Title 10 of the NYCRR, to the extent necessary to permit emergency medical service personnel to provide community paramedicine, transportation to destinations other than hospitals or health care facilities, telemedicine to facilitate treatment of patients in place, and such other services as may be approved by the Commissioner of Health;

Paragraph 3 of subdivision f of section 505.14 of Title 18 of the NYCRR, to the extent necessary to permit nursing supervision visits for personal care services provided to individuals affected by the disaster emergency be made as soon as practicable;

Sections 8602 and 8603 of the Education Law, and section 58-1.5 of Title 10 of the NYCRR, to the extent necessary to permit individuals who meet the federal requirements for high complexity testing to perform testing for the detection of SARS-CoV-2 in specimens collected from individuals suspected of suffering from a COVID-19 infection;

Subdivision 4 of section 6909 of the Public Health Law, subdivision 6 of section 6527 of the Education Law, and section 64.7 of Title 8 of the NYCRR, to the extent necessary to permit physicians and certified nurse practitioners to issue a non-patient specific regimen to nurses or any such other persons authorized by law or by this executive order to collect throat or nasopharyngeal swab specimens from individuals suspected of suffering from a COVID-19 infection, for purposes of testing, or to perform such other tasks as may be necessary to provide care for individuals diagnosed or suspected of suffering from a COVID-19 infection;

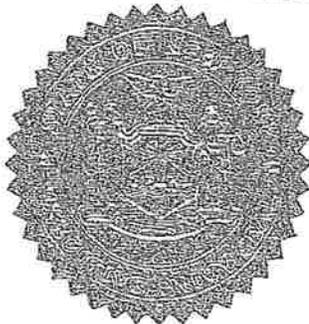
Section 596 of Title 14 of the NYCRR to the extent necessary to allow for rapid approval of the use of the telemental health services, including the requirements for in-person initial assessment prior to the delivery of telemental health services, limitations on who can deliver telemental health services, requirements for who must be present while telemental health services are delivered, and a recipient's right to refuse telemental health services;

Section 409-1 of the Education Law, section 163-b of the State Finance Law with associated OGS guidance, and Executive Order No. 2 are suspended to the extent necessary to allow elementary and secondary schools to procure and use cleaning and maintenance products in schools; and sections 103 and 104-b of the General Municipal Law are suspended to the extent necessary to allow schools to do so without the usual advertising for bids and offers and compliance with existing procurement policies and procedures;

Article 7 of the Public Officers Law, section 41 of the General Construction Law, and section 3002 of the Public Health Law, to the extent necessary to permit the Public Health and Health Planning Council and the State Emergency Medical Services Council to meet and take such actions as authorized by law, as may be necessary to respond to the COVID-19 outbreak, without meeting quorum requirements or permitting the public in-person access to meetings, provided that any such meetings must be webcast and means for effective public comment must be made available; and

FURTHER, I hereby temporarily modify, for the period from the date of this Executive Order through April 6, 2020, the following laws:

Section 24 of the Executive Law; Sections 104 and 346 of the Highway Law; Sections 1602, 1630, 1640, 1650, and 1660 of the Vehicle and Traffic Law; Section 14(16) of the Transportation Law; Sections 6-602 and 17-1706 of the Village Law; Section 20(32) of the General City Law; Section 91 of Second Class Cities Law; Section 19-107(ii) of the New York City Administrative Code; and Section 107.1 of Title 21 of the New York Codes, Rules and Regulations, to the extent necessary to provide the Governor with the authority to regulate traffic and the movement of vehicles on roads, highways, and streets.



GIVEN under my hand and the Privy Seal of the
State in the City of Albany this
seventh day of March in the year two
thousand twenty.

BY THE GOVERNOR


Secretary to the Governor



Bid Title:

Comparison OF Bids

Bid #

Recommended Vendor

Millennium Products Group Inc.

Requisition #

RQEM20000023

% and \$ amount difference plus or minus over

Pre-Encumbrance:

\$497,500.00

Pre-Encumbrance 0.0000% \$0.00

Buyer

Timothy Funaro

Purchase Order #

PO Em 20 000033

Vendors

line	qty	Millennium		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	5E+05	0.9950	497500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	497500.00
2	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
sum	0		497500.00		0.00		0.00		0.00		0.00	0.00
shij	2	2495.00	4990.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		total	502490.00		0.00	total	0.00	total	0.00	total	0.00	497500.00
Delivery	Stock											
Terms	Net 30											
F.O.B.	Dest.											
Vin	272026642											497500.00
Tel No.	831-357-3778											
Verbal	Stenen Goldmeyer											
Date	03/29/2020 e-mail											

Notes Written quote from Millennium Products Group and Emergency Purchase Authorization (NYS Executive Order).

Savoy, McKesson, Total Safety USA none in stock Emer Santary Supply had somme not enough to fill the order their priceb was 78.60 to fill the whole order would cost 2.6 mil.

* key 0=No Bid



Laura Curran
County Executive

Steven Morelli
Commissioner

To: Robert Cleary, Chief Procurement Officer

Date: March 31, 2020

Re: Justification for Emergency Procurement of Surgical Masks

The Nassau County Office of Emergency Management requests an emergency procurement of items needed to help Nassau County and the County's health care providers to respond to the COVID-19, 2020 Coronavirus outbreak. This procurement of disposable surgical masks is of utmost urgency to protect our first responders and medical professionals as they encounter and treat COVID-19 afflicted patients. These masks will primarily be used by patients at hospitals and during EMS transport, but should the need arise, can substitute as a first responder mask where the N95 is used now. Proper personal protective equipment (PPE) is essential to assist our response professionals in performing their jobs safely and effectively during this outbreak.

Currently, we have less than 15k surgical masks on hand and our burn rate has been approximately 135k per week. While we do have orders placed through normal procurement channels such as Grainger and Fastenal, their supply is extremely limited. Grainger reported to OEM that the Federal government has been the primary recipient of 3M product for the past several weeks, effectively shutting down supply channels for many forms of PPE. In calling a list of vendors (attached) inquiring about availability of PPE, we were advised by all that nothing is currently available.

Out of the countless number of vendors that have contacted OEM saying they have or can acquire PPE, OEM has only found two that will accept a County PO - MPGGO and TrendiDirect. While MPGGO is asking .995 per mask, they promise immediate delivery. TrendiDirect is asking .90 per mask for the identical commodity but needs a 1 week lead time for product delivery with a limit to smaller orders.

Also, we have contacted NUMC and they have advised the surgical mask the vendors have identified are acceptable to them (see attached emails).

This procurement will serve Nassau's Police Department (2,000 members), volunteer and PD EMS units (2,000 members) as well as the our medical professionals (over 100,000 members) serving Nassau's 1.35 million residents in NUMC as well as other private hospitals.

When our First Responders arrive on scene, often the exact details of the aided may not have been clearly relayed to dispatch from the 911 caller. With today's COVID-19 threat, all first

responders have to act as though the aided is positive for the virus. When the aided arrives at the hospital ED, the same presumption should also apply. As such, proper PPE, such as a surgical mask, is an essential component of our first responder's and medical professional's own personal safety as well as the safety of an aided resident. This PPE is necessary to ensure our aided residents continue to receive appropriate and timely medical care, while preventing and reducing the spread of COVID-19.



Thomas Delaney, Financial Systems Administrator

From: O'Connor, Joe
To: Delaney, Thomas E
Subject: vendors
Date: Wednesday, March 25, 2020 12:10:17 PM

Vendor	Phone Number
Moore Medical	8002341464
Henry Schein	5164589787
Cardinal Health	8009645227
Mckesson	6109934333
Medline	8002588289
Dynarex	5163104366
Connetquot West	1-631-844-0055
G.E. Pickering	800-492-0255
Grainger	5163104366

Thank you,

Joseph O'Connor
Emergency Management Specialist
Nassau County Office of Emergency Management
JOCONNOR@nassaucountyny.gov
CELL 516-660-1410
DESK 516-573-0323

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From: [Jonathan Goldstein](#)
To: [Delaney, Thomas E](#); [Costantinos Sofronis](#)
Subject: RE: URGENT - Blue Surgical Masks
Date: Sunday, March 29, 2020 3:22:49 PM

Hi Tom,

These look like the same surgical masks we use here at the facility.

Best Regards,
Jonathan

Jonathan Goldstein
Director of Procurement
Nassau University Medical Center
2201 Hempstead Turnpike, East Meadow, NY 11554
Direct: 516-572-5751
Mobile: 516-695-7452
Email: jgoldste@numc.edu

From: Delaney, Thomas E [mailto:tdelaney@nassaucountyny.gov]
Sent: Sunday, March 29, 2020 2:33 PM
To: Costantinos Sofronis <csofroni@numc.edu>; Jonathan Goldstein <jgoldste@numc.edu>
Subject: URGENT - Blue Surgical Masks

Jonathan/Gus,

We may have a legitimate opportunity for 1.2m blue surgical masks. See attached photos. While EMS here in the EOC say these will be good for patients and even their members if N95's run out, I need your opinion on viability in your facility. I'm asked Dr. Eisenstein for his opinion, too. Thank you.

-Tom

Thomas Delaney
Financial Systems Administrator
Nassau County Office of Emergency Management
510 Grumman Rd. West
Bethpage, NY 11714
516-573-0636 telephone
516-573-9658 fax
tdelaney@nassaucountyny.gov

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MILLE02

QP ID: VM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2020

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 Bagatta Associates, Inc. 823 W Jericho Turnpike Ste 1A Smithtown, NY 11787 Bagatta Associates, Inc.	631-864-1111	CONTACT NAME: Bagatta Associates, Inc. PHONE (A/C, No, Ext): 631-864-1111 FAX (A/C, No): 631-864-8274 E-MAIL ADDRESS: pg@bagatta.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Millennium Products Group, LLC 145 Kennedy Drive Hauppauge, NY 11788	INSURER A: Great American Insurance Co.	NAIC # 16691
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADCL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ SECT <input type="checkbox"/> LOC OTHER:	X		PL2664833	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XS2664832	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			PL2664833	06/01/2019	06/01/2020	Contents \$ 50,000 Ded \$ 1,000

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

As pertains to insured's operations, the certificate holder is listed as additional insured as per written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

NASSAC1

Nassau County
 1550 Franklin Ave
 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



E-52-20

NIFS ID:CQHS20000046 Department: Human Services

Capital:

SERVICE: YOUTH DEVELOPMENT

Contract ID #:CQHS20000046 NIFS Entry Date: 10-DEC-19 Term: from 01-JAN-20 to 31-DEC-22

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: The Cedarmore Corporation, Inc	Vendor ID#: [REDACTED]
Address: 161 Lakeview Avenue Freeport, NY 11520	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Brian Hall	
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688	
Phone: (516) 227-8912	

Routing Slip

Department	NIFS Entry: X	10-DEC-19 -- ARAMAN
Department	NIFS Approval: X	19-DEC-19 -- GAPPEL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-DEC-19 -- CNOLAN
OMB	NIFS Approval: X	19-DEC-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	19-DEC-19 -- AAMATO
County Atty.	Approval to Form: X	19-DEC-19 -- DGREGWARE
CPO	Approval: X	06-JAN-20 -- KOHAGENCE

DCEC	Approval: X	06-JAN-20 -- JCHIARA
Dep. CE	Approval: X	06-JAN-20 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	26-FEB-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Participants form companies and launch a business during the three weeks of the program to teach them the value of entrepreneurship. During the three weeks, they also receive enrichment from 8:30am-4:00pm each day with lunch, snacks and trips included. The Young Entrepreneurs program has taught entrepreneurship to children between the ages of 10 and 18 for 15 years.</p>
<p>Method of Procurement: The Contract was entered into after a written request for proposals (SS0715-1936) was issued on July 15, 2019. Potential proposers were made aware of the availability of the RFP by posting to the bid board, newspaper advertisement, posting on OYS website, regular mailing, and email. Twenty (20) plus potential parties requested copies of the RFP. Proposals were due on August 15, 2019. Twenty (20) proposals were received and evaluated. The evaluation committee consisted of: Donna Guarasci; Naomi Cunningham (discussion facilitator); Celina Cabello; Tavora Buchman; Martine Hackett; Timothy Ortiz. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected</p>
<p>Procurement History: There is no procurement history-first contract year with OYS</p>
<p>Description of General Provisions: Performance standards are measured by evaluating multiple factors. Success of the program is measured based on how each program participant performs at the business launch. Success is measured based on the effort of participants to complete the mission of establishing a business. The business plan competition also provides a means by which program effectiveness is measured. Success is also measured by the profits made by each company. Participants also take a pre-test at the outset of the program and a post-test on the final day of the program</p>
<p>Impact on Funding / Price Analysis: This program will provide services to 750 youth at a cost of \$140 per youth</p>
<p>Change in Contract from Prior Procurement: None</p>
<p>Recommendation: (approve as submitted) Approve as submitted</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		01	GEN;1324;DE511	\$ 105,000.00
Control:	10	Contract:				\$ 0.00
Resp:	1324	County	\$ 105,000.00			\$ 0.00
Object:	DE511	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 105,000.00		TOTAL	\$ 105,000.00
RENEWAL						
% Increase						
% Decrease						

--	--	--

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, AND THE CEDARMORE CORPORATION.

WHEREAS, the County has negotiated a personal services agreement with The Cedarmore Corporation that will provide youth development program services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with The Cedarmore Corporation.

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.

CNOLAN

20-DEC-19

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.



Nassau County Interim Finance Authority

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

1. **Vendor:** The Cedarmore Corporation, Inc

2. **Dollar amount requiring NIFA approval:** \$315000

Amount to be encumbered: \$105000

This is a New

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

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

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

3. **Contract Term:** 01/01/2020-12/31/2022

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract? N

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:**

Participants form companies and launch a business during the three weeks of the program to teach them the value of entrepreneurship. During the three weeks, they also receive enrichment from 8:30am-4:00pm each day with lunch, snacks and trips included.

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

Jack Schnirman
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: The Cedarmore Corporation, Inc.

CONTRACTOR ADDRESS: 161 Lakeview Avenue, NY 11520

FEDERAL TAX ID #: [REDACTED]

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 (SS0715-1936) was issued on July 15, 2019. Potential proposers were made aware of the availability of the RFP by posting to the bid board, newspaper advertisement, posting on OYS website, regular mailing, and email. Twenty (20) plus potential parties requested copies of the RFP. Proposals were due on August 15, 2019. Twenty (20) proposals were received and evaluated. The evaluation committee consisted of: Donna Guarasci; Naomi Cunningham (discussion facilitator); Celina Cabello; Tavora Buchman; Martine Hackett; Timothy Ortiz. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected

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

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

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

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

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

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

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

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

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

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

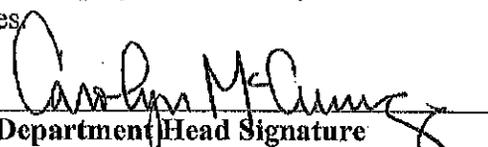
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

X. Vendor will not require any sub-contractors.

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


Department Head Signature

12/13/19
Date

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

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO If yes, to what campaign committee?

Committee to Re-Elect Judge Jerald S. Carter
Friends of Dean Bennett

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.

Electronically signed and certified at the date and time indicated by:
Bishop Frank A. White [CEO@CEDARMORE.ORG]

Dated: 11/19/2019 02:58:26 PM

Vendor: The Cedarmore Corporation

Title: CEO



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 ever 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 the last page for a complete description of lobbying activities.

NONE

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

NONE

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

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Debra Wheat-Williams [DEBRA_WHEAT@HOTMAIL.COM]

Dated: 12/05/2019 08:23:08 PM

Vendor: The Cedarmore Corporation

Title: Acting Vice Chair - Board of Directors

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: Frank A. White
Date of birth: 02/27/1962
Home address: [REDACTED]
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: US
Business Address: 161 Lakeview Avenue
City: Freeport State/Province/Terr.: NY Zip/Postal: 11520 Country: US
Telephone: 516-378-3415
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
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	<u>01/20/2017</u>	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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Frank A. White , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Frank A. White , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

The Cedarmore Corporation
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Frank A. White [CEO@CEDARMORE.ORG]

CEO
Title

10/24/2019 02:31:50 PM
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: Roberta D. Coward
Date of birth: 09/11/1941
Home address: [REDACTED]
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: US
Business Address: 161 Lakeview Avenue
City: Freeport State/Province/Terr.: NY Zip/Postal: 11520 Country: US
Telephone: 516-378-3415
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
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	<u>01/01/2008</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Roberta D. Coward , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Roberta D. Coward , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

The Cedarmore Corporation
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roberta D. Coward [BOARDCHAIRPERSON@CEDARMORE.ORG]

Board Chair
Title

11/25/2019 02:41:41 PM
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: Dexter Hedgepeth
Date of birth: 04/13/1983
Home address: [REDACTED]
City: [REDACTED] State/Province/Terr.: NY Zip/Postal: [REDACTED] Country: [REDACTED]
Business Address: 161 lakeview Avenue
City: Freeport State/Province/Terr.: NY Zip/Postal: 11520 Country: US
Telephone: 516-378-3415
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
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	<u>01/01/2013</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Dexter D. Hedgepeth, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dexter D. Hedgepeth, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

The Cedarmore Corporation
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dexter D. Hedgepeth [YOUTHDIRECTOR@CEDARMORE.ORG]

Treasurer
Title

10/24/2019 03:01:29 PM
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: Alan Culbreath
Date of birth: 02/20/1958
Home address: [REDACTED]
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: US
Business Address: 161 Lakeview Avenue
City: Freeport State/Province/Terr.: NY Zip/Postal: 11520 Country: US
Telephone: 516-378-3415
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
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	<u>01/15/1997</u>
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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Alan Culbreath, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Alan Culbreath, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

The Cedarmore Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Alan Culbreath [SECRETARY@CEDARMORE.ORG]

Board Secretary

Title

10/24/2019 02:51:40 PM

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: 09/26/2019

1) Proposer's Legal Name: The Cedarmore Corporation

2) Address of Place of Business: 161 Lakeview Avenue

City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520

Country: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 075882626

5) Federal I.D. Number: ██████████

6) The proposer is a: Other (Describe) 501c(3) Non-Profit

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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.

17 Conflict of Interest:

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

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

No Conflicts Exists

This is not a CDBG Contract.

Dexter D. Hedgepeth is Board Treasure of the Cedarmore Corporation, a 501 c(3) non profits
organization. His position at Cedarmore is not a paid position.

Dexter is also employed by Nassau County Office of Minority Affairs. He has no control or influence
over Programs/Contracts. In the course of his duties with the County, he will recuse himself of anything
related Cedarmore Corporation Nassau County Contracts

(ii) Any family relationship that any employee of your firm has with any County public servant that may

create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exists

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

No Conflicts Exists

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

If a conflict arose we would contact Nassau County and follow the instructions received.

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/03/1996

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

NONE

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

See the Attached.

No officers and directors from this company have been attached.

1 File(s) Uploaded:

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

0

vi) Annual revenue of firm;

140185

vii) Summary of relevant accomplishments

See Attached

1 File(s) Uploaded:

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

B. Indicate number of years in business.

23

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

Cedarmore Corporation works very closely with the district elected officials in all levels of government.

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 Adelphi University - The Center for Career Professional Development
Contact Person Jonathan Ivanoff, Associate Director of Internship
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country _____
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company Allstate Foundation
Contact Person Kayla O'Brien Taylor
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country _____
Telephone [REDACTED]
Fax # _____
E-Mail Address [REDACTED]

Company Long Island Community Foundation
Contact Person Sol Marie Alfonse-Jones, Senior Program Officer
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country _____
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

I, Debra Wheat-Williams , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Debra Wheat-Williams , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: The Cedarmore Corporation

Electronically signed and certified at the date and time indicated by:
Debra Wheat-Williams [DEBRA_WHEAT@HOTMAIL.COM]

Acting Board Vice Chair
Title

12/30/2019 12:26:42 PM
Date

THE CEDARMORE CORPORATION
BOARD OF DIRECTORS PROFILE-NOT-FOR-PROFIT CORPORATIONS

Name and Address	Position on Board and Term ¹	Current Occupation and Employer
Officers:		
Bishop Frank O. White [REDACTED]	Chief Executive Officer	General Board Member, Church of God in Christ, Inc. (COGIC)
Dexter D. Hedgepeth [REDACTED]	Treasurer	Nassau County Office of Minority Affairs, Program Coordinator
Alan Culbreath [REDACTED]	Secretary	Accountant
Board of Directors:		
Roberta Coward [REDACTED]	Chairperson	Retired Superintendent, NYS DOCJ at Bayville C.F.
Debra Wheat-Williams [REDACTED]	Interim Vice-Chair (Aug. 2017)	Senior Manager, Financial Services, NYC & Company

Board of Directors (Continued):

THE CEDARMORE CORPORATION
BOARD OF DIRECTORS PROFILE-NOT-FOR-PROFIT CORPORATIONS

Name and Address	Position on Board and Term ¹	Current Occupation and Employer
Johna Woodbury 	Member	Brands Within Reach, LLC, Mamaroneck, NY <i>Finance Coordinator</i>
Dr. Sheila Lyle Maxwell 	Member	Challenge Charter Middle School Building Administrator
Ms. Bernadine Waller 	Member	Adelphi University Associate Director of Experiential Learning The Center for Career and Professional Development Adjunct Professor, School of Social Work
Michele A. Baptiste 	Member	Attorney Law Offices of Michele Baptiste Garden City, NY

COUNTY OF NASSAU

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

1. Name of the Entity: The Cedarmore Corporation

Address: 161 Lakeview Avenue

City: Freeport State: NY Zip Code: 11520

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) 501c(3) Non Profit

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):

1 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

NONE

No shareholders, members, or partners have been attached to this form.

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

NONE

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

Are there lobbyists involved in this matter?

YES NO

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

NONE

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

NONE

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

NONE

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

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

Electronically signed and certified at the date and time indicated by:
Debra Wheat-Williams [DEBRA_WHEAT@HOTMAIL.COM]

Dated: 12/05/2019 08:31:14 PM

Title: Acting Vice Chair - Board of Directors

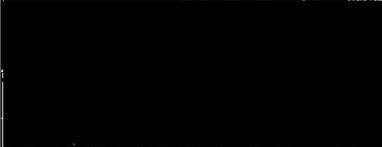
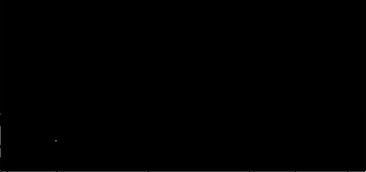
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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 CEDARMORE CORPORATION
BOARD OF DIRECTORS PROFILE-NOT-FOR-PROFIT CORPORATIONS

Name and Address	Position on Board and Term ¹	Current Occupation and Employer
Officers:		
Bishop Frank O. White [REDACTED]	Chief Executive Officer	General Board Member, Church of God in Christ, Inc. (COGIC)
Dexter D. Hedgepeth [REDACTED]	Treasurer	Nassau County Office of Minority Affairs, Program Coordinator
Alan Culbreath [REDACTED]	Secretary	Accountant
Board of Directors:		
Roberta Coward [REDACTED]	Chairperson	Retired Superintendent, NYS DOCJ at Bayville C.F.
Debra Wheat-Williams [REDACTED]	Interim Vice-Chair (Aug. 2017)	Senior Manager, Financial Services, NYC & Company

Board of Directors (Continued):

THE CEDARMORE CORPORATION
BOARD OF DIRECTORS PROFILE-NOT-FOR-PROFIT CORPORATIONS

Name and Address	Position on Board and Term ¹	Current Occupation and Employer
Johna Woodbury 	Member	Brands Within Reach, LLC, Mamaroneck, NY <i>Finance Coordinator</i>
Dr. Sheila Lyle Maxwell 	Member	Challenge Charter Middle School Building Administrator
Ms. Bernadine Waller 	Member	Adelphi University Associate Director of Experiential Learning The Center for Career and Professional Development Adjunct Professor, School of Social Work
Michele A. Baptiste 	Member	Attorney Law Offices of Michele Baptiste Garden City, NY

THIS AGREEMENT, dated as of January 1, 2020 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office" or "Department"), and (ii) The Cedarmore Corporation, a New York State not-for-profit corporation, having its principal office at 161 Lakeview Avenue, Freeport, New York 11520 (the "Contractor").

WITNESSETH:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

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

1. Term. This Agreement shall commence on January 1, 2020 and terminate on December 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Youth Empowerment Series ("Program"). The Youth Empowerment Series: Girlz Talk, BoyzN2Men, (YES) serves as a feeder program for all Cedarmore Programs. This series of youth programs will provide interested youth an opportunity to experience the high quality programs designed by Cedarmore Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.
3. Payment.
 - a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first Agreement Year (the "First Agreement Year Maximum Amount") shall not exceed One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), payable as follows:
 - (i) one third (1/3) of the First Agreement Year Maximum Amount shall be paid in advance upon the final execution of this Agreement; and
 - (ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.
 - (iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

- b. Funding for Additional Agreement Years. Funding for additional Agreement Years is contingent on availability of funds for this purpose and shall not exceed a maximum amount of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) per additional Agreement Year, so that together with the First Agreement Year Maximum Amount, shall not exceed Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00) (the "Total Authorized Maximum Amount") as full consideration for the Contractor's Services provided under this Agreement. If funds are made available by the County Executive for additional Agreement Years, and the County Legislature makes a budgetary appropriation for this purpose, the Department may allocate a portion of the funds for that particular Agreement Year. Such allocation of funding for additional Agreement Years shall be accomplished by written notification from the Department to the Contractor, and subsequent processing of a contract advisement to add the additional Agreement Year funds. The Department shall notify the Contractor by letter of the availability of funds for additional Agreement Year(s), including the amount of available funds to advance the Contractor. The availability of additional Agreement Year funds shall be subject to necessary County approvals for the budgetary appropriation for this purpose and the encumbrance of funds. Payment to the Contractor of any such funds shall be made in accordance with the terms of this Agreement, including but not limited to all reconciliation and voucher requirements and additional funding provisions as well as the approved budget for the Agreement Year and the funding available is within the Total Authorized Maximum Amount. In the event that funds are not approved by the County Executive for any given Agreement Year, the County is under no obligation to provide funds for the Agreement for the given period, and the Contractor has no claim under the Agreement for funds that have not been duly authorized by the County.
- c. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Total Authorized Maximum Amount is to be encumbered as follows:
- i. initial encumbrance shall be One Hundred Five Thousand and 00/100 dollars (\$105,000.00);
- d. Vouchers; Voucher Review, Approval and Audit. All payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller") is accompanied by specific documentation supporting the amount claimed, including, but not limited to, a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
- e. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.

- f. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.
- g. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- h. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- i. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. The Contractor shall not use contract funds to pay the direct salary of the Executive Director at a rate in excess of the 10% salary rate limitation proscribed by the department. The Office is not required to reimburse the Contractor for costs incurred in excess of the salary limitation. Budget modifications shall not be used by the contractor during the contract year to transfer amounts to the salary budget line that would result in salary being paid in excess of the 10% limitation. Notwithstanding the foregoing and in accordance with State rules and regulations:
- i. the Contractor may make adjustments of not more than ten percent (10%) to any line item, except as noted in subsection 3(i)(iii) below, in the Budget provided that the maximum amount authorized for that particular Agreement Year is not increased as a result of any change or combination thereof;
 - ii. the Contractor may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), except as noted in subsection 3(i)(iii) below, and provided that the maximum amount authorized for that particular Agreement Year is not increased as a result of any change or combination thereof;
 - iii. the Contractor may not make a downward adjustment to any line-item in the Budget related to technical and capacity building unless the Contractor provides documentation acceptable to the Department evidencing that technical and capacity building can be achieved with reduced or no funding under this Agreement. Such downward adjustment is subject to prior written approval by the Department/Office Head;
 - iv. the Department Head may, in its sole discretion, extend the period of time for the Contractor to utilize remaining funding at the end of any Agreement Year up to three (3) months. Any extension permitted by the Department Head shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount authorized for that particular Agreement Year.

- v. Failure to Use Encumbered Funds: Contractor must provide the Department with written notice of any funds expected to not be utilized in any Agreement Year by September 30 of each Agreement Year. Failure to utilize Agreement funds and to provide notification as outlined herein may result in a reduction of any amounts authorized for subsequent Agreement Years.

 - j. Short Agreement Year. Each Agreement Year maximum amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The maximum amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

 - k. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.
6. Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.
- e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to

this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

h. The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connection with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or required by Law:

a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.

- b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment “B” incorporated herein by reference and attached hereto.
- c. The Contractor shall establish written methods for performance and achieving deliverables under this Agreement and provide a copy to the Department as part of Appendix A and upon request. These methods must identify indicators of success that provides a framework for assessing its effectiveness over the term of this Agreement. The Contractor must also review, analyze, document and report differences between planned versus actual performance as part of their written methods.
- d. The Contractor shall collect and report data regarding the clients served under this Agreement to the Department on a quarterly basis and upon request by the Department. Such data shall contain client-specific information set forth by the Department and shall include, without limitation, demographic data, the kind of services provided, and the duration and outcome of those services.
- e. The Contractor shall provide outcome reports to the Department on a quarterly basis and upon request by the Department, detailing both quantitative and qualitative assessment of activities/processes and short-term outcomes. Reports must also include long term impacts or cumulative impact on youth development in the target demographic or impact on the target issue the program is designed to address.
- f. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of other individuals in the area served by the Contractor.
- g. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
- h. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.
- i. The Contractor shall maximize its contract performance through ongoing technical growth and capacity building in areas such as fiscal soundness, fundraising and fund diversification as well as board development.
- j. The County is authorized under this Agreement to conduct contract administration and oversight of the Contractor’s compliance with the terms of this Agreement, including the

Minimum Services Standards described in this Section. Such administration and oversight may include, but is not limited to, field inspections, assessment of program fidelity and implementation, as well as Contractor governance and operation.

- k. Any County owned premises that is provided to the Contractor to use for purposes of delivering Services under this Agreement shall be used solely for the purposes of this Agreement. No personal use shall be allowed, made or permitted to be made on said premises by the Contractor or a Contractor Agent. The Contractor shall provide written notice to all Contractor Agents, including its board members, located on County premises of this requirement and have them acknowledge this requirement in writing.
8. Indemnification; Defense; Cooperation.
 - a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
 - b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
 - c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.
 - d. The provisions of this Section shall survive the termination of this Agreement.
 9. Insurance.
 - a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles,

Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.

- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
 - c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office 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.
10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

11. Termination.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(h).

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

- a. 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-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.
- b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.
- c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with

Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

- a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.
- b. 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.
- d. The provisions of this Section shall survive the termination of this Agreement.

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

- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
- b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the

work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
18. All Legal Provisions Deemed Included; Severability; Supremacy.
 - a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
 - b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
 - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.
21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.
22. Executory Clause. Notwithstanding any other provision of this Agreement:
- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
 - b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

[Remainder of Page Intentionally Left Blank.]

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

THE CEDARMORE CORPORATION, INC

By: Frank A. White

Name: Frank A. White

Title: Chief Executive Officer

Date: 11/3/2019

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Title: Chief Deputy County Executive

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

APPENDIX A

CONTRACTING AGENCY: The Cedarmore Corporation, Inc

AUTHORIZED AGENCY PERSON: Frank A. White

ADDRESS: 161 Lakeview Avenue, Freeport, New York 11520

TERM OF CONTRACT: 01/01/20-12/31/22

CONTRACT AMOUNT: \$105,000.00

Youth Empowerment Series: Girlz Talk, BoyzN2Men, (YES) serves as a feeder program for all Cedarmore Programs. This series of youth programs will provide interested youth an opportunity to experience the high quality programs designed by Cedarmore. "Girlz Talk" is an annual conference where more than 400 girls ages 10 – 18 gather for a full day of critical, culturally relevant, age appropriate conversations led by leading national and local experts. It is the largest gathering of girls from diverse communities in the Long Island area. Similarly, "BoyzN2Men" is a day of interactive workshops, talkback sessions, and career mentoring with national experts, male role models, athletes, and mentors presenting culturally relevant strategies to succeed as the attendees' transition from boys into men. The YES "Continuing the Conversation" component is aimed at college preparedness. Youth participate in sessions led by expert facilitators that focus on Test Taking Strategies for College Entrance Exams, College Essay Writing, as well as interviewing, networking, and application completion. The "Book Club with Angela Yee" continues the conversation for middle school students.

The Young Entrepreneurs Training Program (YETP) has taught entrepreneurship to children between the ages of 10 and 18 for 15 years. We apply an experiential learning approach to entrepreneurship. Therefore, participants form companies and launch a business during the three weeks of the program. The YETP is an award- winning program which prepared a team to win first place at the University of Delaware Business Plan competition on 3 separate years. Our students have also placed in the Nassau County Comptroller's Business Plan Competition. Our alumni are middle school students, high school students, college graduates, graduates of master's degree programs, business owners, counselors, and corporate employees.

Our 2019 class was no exception. The students formed 5 companies from a sporting business to a natural beauty company. One company launched t-shirts that reflected currency from different countries. The participants launched at an International Street Fair and all 5 businesses made a profit. The final competition saw each company present their business at a Shark Tank Competition to business owners and political leaders from the community. Business owners earned a profit after launching their businesses and many won financial prizes as a result of the Shark Tank competition. The YETP has followed the aforementioned model for over a decade. The program includes 3 weeks of enrichment from 8:30-4 PM each day, lunch, snacks and trips. We pride ourselves on being one of the few programs in Nassau County that teach entrepreneurship and where children earn money. A number of our participants have finished the program multiple times.

DETAILED DESCRIPTION OF PERFORMANCE STANDARDS/MEASURES INSTRUCTION:

Performance standards are measured by evaluating multiple factors. One factor is the business launch. We are able to measure the success of the program based on how each program participant performs at the business launch. In most cases, participants are eager and enthusiastic to launch their businesses and therefore, engage in all activities necessary to achieve success. Thus, we measure success based on the effort of participants to complete the mission of launching a business. The business plan competition also provides a means by which we can measure the effectiveness of the program. Students who are well prepared and effective when discussing their business embodies the success of the program and reflect the fact that we have effectively achieved our goal of teaching entrepreneurship. Success is also measured by the profits made by each company. Finally, each participant takes a pre-test at the outset of the program and completes a post-test on the last day. The difference in scores on the pre-test and the post-test also serves as a tool to evaluate the effectiveness of the program.

Performance Standards/Measures Instruction:

In this section, contractor must provide its methods for performance and achieving deliverables under this Agreement. Please identify and include indicators of program success during the contract year and how planned versus actual performance will be assessed.

Technical and Capacity Building Instruction:

Use of contract funds:

The Contractor of funds exceeding \$50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than \$1,000 and not greater than \$2,000 of the total amount of the Contract.

Contractor of funds totaling less than \$50,000 shall receive an additional \$1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

[Remainder of Page Intentionally Left Blank.]

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

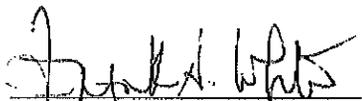
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Cedarmore Corporation, Inc
Organization

New York
State


Authorized Signature

Chief Executive Officer
Title

11/3/2019
Date

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Frank A. White (Name)
17 Chateau Drive, Manorville, NY 11949 (Address)
516-623-9466 (Telephone Number)

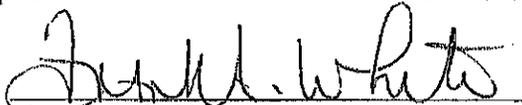
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a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

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

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

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

11/3/2019
Dated

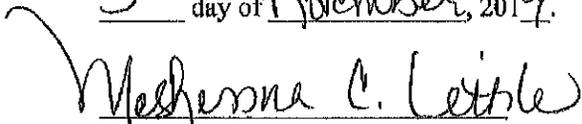

Signature of Chief Executive Officer

Frank A. White
Name of Chief Executive Officer

MESHESSNA C LITTLE
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 011608363
COMM. EXP. 11/26/2021

Sworn to before me this

3 day of November, 2019.


Notary Public

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs

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

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency. Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of Twenty Five Thousand and 00/100 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 and 00/100 Dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally

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

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



Nassau County Human Services Universal Budget Form



Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: The Cedarmore Corporation, Inc.

Program Name: Farmer's Market, YETP and Youth Empowerment Series

To Start Working on Your Budget Click Here

<i>The Section Below Will Be Completed By the Human Service Department You Are Contracting With.</i>	
Contract #	CQHS20000046
Contract Period Start (MM/DD/YY)	01/01/20
End (MM/DD/YY)	12/31/20
State Reimbursement %	Enter Whole # only
Federal Reimbursement %	
<i>HS Only: Click Here To See The Fiscal Summary</i>	

To Start Working on Your Budget Click Here



Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # CQHS20000046

Contract Name: The Cedarmore Corporation, Inc.

Program Name: Farmer's Market, YETP and Youth Empowerment Series

Select Line To
Work On Here

Budget Summary

	Line #	Expense type	Total \$
	1a	Salary	\$45,850
<u>Work on Salary and Fringe</u>	1b	Fringe	\$9,150
	1 Total	Personnel (Salary plus Fringe)	\$55,000
<u>Work on Line 2</u>	2	Consultant(s)	\$23,000
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$1,950
<u>Work on Line 4</u>	4	Equipment	\$4,576
<u>Work on Line 5</u>	5	Supplies	\$6,000
<u>Work on Line 6</u>	6	Contractual Services	\$9,200
<u>Work on Line 7</u>	7	Rent/Utilities	\$1,274
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$4,000
<u>Work on Line 10</u>	10	Administrative Overhead	\$0
		Gross Expenditures (Lines 1 – 10)	\$105,000
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$105,000
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$105,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval *Carolyn McCune*

Fiscal Approval *B. Hill*

Program Head Approval *Kevin [Signature]*

Universal Budget Form Nassau County Human Services

Line 4 - Equipment [Return to Summary Page](#)

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	Explanation - Description of Expense	Total \$

Note(s): [Return to Summary Page](#)

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	Explanation - Description of Expense	Total \$
Computers	Laptop Computers -3	\$2,900
Tables & Tents	Commercial Tents & Tables for Business Launch Young Entrepreneurs Training Program	\$1,676

Note(s): [Return to Summary Page](#)

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	\$4,576
---------------------	------------	----------------

Note(s): [Return to Summary Page](#)

1. Total the cost of equipment purchases and rentals.

[Return to Summary Page](#)

Universal Budget Form Nassau County Human Services

Line 9 - Misc./Other Costs [Return to Summary Page](#)
 Please itemize all expenses

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total \$
Awards/Certificates	Young Entrepreneurs Training Program Incentives	\$3,000
Awards/Certificates	Girlz Talk/Boyz N 2 Men	\$1,000
Total	<i>n/a</i>	\$4,000

[Return to Summary Page](#)

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

[Return to Summary Page](#)

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
	n/a	\$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Agency Contribution

List any agency contributions that are not part of Revenue in Line 11.

Return to Summary Page

Agency Contribution	Total \$
Agency Contribution	n/a
Total	\$0

Note(s):

1. Describe any agency contributions not accounted for in line 11. This is a Department specific item and does not apply to all contracts. Check with your Department.

Return to Summary Page



**Nassau County Human Services
Universal Budget Form**

Fiscal Summary

Return to Face Sheet

Contract # CQHS20000046
Contract Period Start: 01/01/20
End: 12/31/20

Contractor Name: The Cedarmore Corporation, Inc.
Program Name: Farmer's Market, YETP and Youth Empowerment Series

Expense type	Total \$
Personnel (Salary plus Fringe)	\$55,000
OTPS	\$40,800
Administrative Overhead	\$9,200
Gross Expenditures (Lines 1 – 10)	\$105,000
Revenue, Income, Agency Contribution, Matches	\$0
Net Budget Total (Lines 1 – 10 minus line 11)	\$105,000
Agency Contribution	\$0
Net Contract Total (Net Budget Total minus Agency Contribution)	\$105,000

Return to Face Sheet

Source	Total \$	Percentage
State	\$-	0
Federal	\$-	0
Sub Total – State/Fed	\$0	0
Local	\$-	100
Total	\$0	100

Return to Face Sheet

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

TO: Timothy Carter, Assistant to the President.
CSEA, Local 380

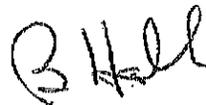
FROM: Brian Hall
Fiscal Director
Department of Human Services

DATE: December 10, 2019

SUBJECT: Nassau County Office of Youth Services Contracts-Section 32-County-
CSEA.

.....
The attached Office of Youth Services contract does not apply to Section 32 of the C.S.E.A. contracts but is being forwarded to you as a courtesy to CSEA.

The Cedarmore Corporation, Inc.



Brian Hall
Fiscal Director
Department of Human Services

BH:ar
Atts.

The Cedarmore Corporation is a 100% volunteer organization. In 2019, we only employed High School Students seasonally to work at the Farmers Market. Disability Insurance is not required as noted below. In 2020, we will hire a part time Administrator/Bookkeeper. Once hired, we will get the required Disability Insurance.

NOTE

Page 117 of the *New York State Workers' Compensation Board Employers' Handbook*, it says:

Students — Elementary and High School Students

Coverage is not required for employees in regular attendance during the day as a student in an elementary or secondary school who work part-time during all or any part of the school year or regular vacation periods.



CEDAR-1

OP ID: BR

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/10/2019

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 Baylis & Gelst, Inc. 2161 Milburn Avenue Baldwin, NY 11810-0938	516-223-4607	CONTACT NAME: Brenda Bryant	PHONE (A/C, No, Ext): 516-223-4507	FAX (A/C, No): 516-223-4665
		E-MAIL ADDRESS: brenda@baylisgelst.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED The Cedarmore Corporation 181 Lakeview Avenue Freeport, NY 11620		INSURER A: GuideOne Insurance	15032	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		1440113	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The County of Nassau is Additional Insured. Form CG2026.

CERTIFICATE HOLDER

NASSAOC

The County of Nassau
Attn: Office of Community
Development
1 West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa K. O'Brien



CEDAR-1

OP ID: BR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2019

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.

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PRODUCER Baylis & Geist, Inc. 2161 Millburn Avenue Baldwin, NY 11510-0938	516-223-4507		CONTACT NAME: Brenda Bryant
			PHONE (A/C, No, Ext): 516-223-4507 FAX (A/C, No): 516-223-4665
			E-MAIL ADDRESS: brenda@baylisgeist.com
			INSURER(S) AFFORDING COVERAGE
			INSURER A: GuideOne Insurance NAIC # 15032
			INSURER B:
			INSURER C:
			INSURER D:
			INSURER E:
			INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		1440113	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is Additional Insured. Form CG2026

CERTIFICATE HOLDER	CANCELLATION
NASSAU8	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
The County of Nassau Attn: Dept of Human Services Office of Youth Services 60 Charles Lindbergh Blvd Uniondale, NY 11530	AUTHORIZED REPRESENTATIVE <i>Lisa K. O'Brien</i>

ACORD 26 (2016/03)

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New York State Insurance Fund

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113383793
THE CEDARMORE CORPORATION
161 LAKEVIEW AVENUE
FREEPORT NY 11520



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER THE CEDARMORE CORPORATION 161 LAKEVIEW AVENUE FREEPORT NY 11520		CERTIFICATE HOLDER THE COUNTY OF NASSAU OFFICE OF YOUTH SERVICES 60 CHARLES LINDBERGH BOULEVARD UNIONDALE NY 11553-3688	
--	--	--	--

POLICY NUMBER H2489 297-8	CERTIFICATE NUMBER 616677	POLICY PERIOD 10/30/2019 TO 10/30/2020	DATE 12/5/2019
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2489 297-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 740429062

Amendment in the Nature of a Substitution for Clerk Item E-56-20

This Amendment changes the Term section of Amendment #4 to the Original Agreement, so that the County shall extend the term of the Original Agreement to May 31, 2020. Amendment #4 is attached hereto. Section 1, "Term" was changed from:

The Term of the Original Agreement shall be extended by four (4) months and twenty-one (21) days, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be December 31, 2019.

To:

The Term of the Original Agreement shall be extended by nine (9) months and twenty-one (21) days, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be May 31, 2020.



NIFS ID:CLPD19000010 Department: Police Dept.

Capital:

SERVICE: Ambulance billing services

Contract ID #:CQPD13000013 NIFS Entry Date: 21-NOV-19 Term: from 11-FEB-13 to 31-MAY-20

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: Change Healthcare Practice Management Solutions, Inc.	Vendor ID#: [REDACTED]
Address: 3055 Lebanon Pike, Suite 1000 Nashville, TN 37214	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713054

Routing Slip

Department	NIFS Entry: X	09-DEC-19 -- JDELLEPD
Department	NIFS Approval: X	09-DEC-19 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-DEC-19 -- IQURESHI
OMB	NIFS Approval: X	09-DEC-19 -- JNOGID
County Atty.	Insurance Verification: X	09-DEC-19 -- AAMATO
County Atty.	Approval to Form: X	09-DEC-19 -- DMCDERMOTT

CPO	Approval: X	09-JAN-20 -- KOHAGENCE
DCEC	Approval: X	15-JAN-20 -- JCHIARA
Dep. CE	Approval: X	27-JAN-20 -- TFOX
Leg. Affairs	Approval/Review: X	30-MAR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to existing contract to extend the term of the contract to December 31, 2019.
Method of Procurement: Contract amendment. Please see procurement history below.
Procurement History: A Request for Proposals ("RFP") was issued on October 11, 2012 and the vendor was selected as the highest scoring proposer. A new RFP was recently issued for these services, and the Department is currently in the process of finalizing an award. This extension is to ensure a smooth transition to a new contract, without a gap in these important services.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: Emergency Ambulance billing is revenue generating, no dollar amount ceiling. Encumbering \$354,400 to pay vendor fees as per the contract.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH	Revenue		7	PDPDH1484/DE500	\$ 354,400.00
Control:	PD10	Contract:				\$ 0.00
Resp:	PDPDH1484	County	\$ 354,400.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 354,400.00		TOTAL	\$ 354,400.00
% Increase						
% Decrease						



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

1. Vendor: Change Healthcare Practice Management Solutions, Inc.

2. Dollar amount requiring NIFA approval: \$0

Amount to be encumbered: \$354400

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: 02/11/2013-5/31/20

Has work or services on this contract commenced? Y ____

If yes, please explain: Services continuing as amendment routed through approvals.

4. Funding Source:

X General Fund (GEN) Grant Fund (GRT)
Capital Improvement Fund (CAP) Federal % 0
Other State % 0
County % 100

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:

Amendment to existing contract to extend the term of the contract to December 31, 2019.

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:

Table with 3 columns: Contract ID, Date, Amount

RULES RESOLUTION NO. – 2020

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 POLICE DEPARTMENT, AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. (FORMERLY MED3000, INC.)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2020 APR 13 12:45:00

WHEREAS, the County has negotiated an amendment to a personal services agreement with Change Healthcare Management Solutions, Inc. (formerly MED3000, Inc.) to ambulance billing services for the County, 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 amendment to an agreement with Change Healthcare Management Solutions, Inc. (formerly MED3000, Inc.).

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.

IQURESHI

12-DEC-19

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Change Healthcare Practice Management Solutions, Inc.

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214

FEDERAL TAX ID #: 232939847

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

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

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

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

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

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

The contract was originally executed by Nassau County on 11/12/2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued on Oct. 11, 2012. Six (6) proposals were received and scored and ranked. Change Healthcare (formerly MED3000) was selected as the highest ranking proposer. The County recently issued a new RFP for these services, and this extension is to ensure there is no gap in these important services. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

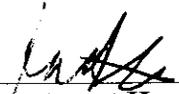
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

11/27/2019

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.



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?

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Dated: 01/02/2020 01:36:40 PM

Vendor: Change Healthcare Technology Enabled
Services

Title: Chief Commercial Officer, TES

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: Morris Maybruch
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 1 Blue Hill Plaza
City: Pearl River State/Province/Territory: NY Zip/Postal Code: 10965
Country: US
Telephone: 8453684800

Other present address(es):
City: Nashville State/Province/Territory: Zip/Postal Code:
Country:
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)	_____		

Type	Description	Start Date
Other	Senior Operations Manager	06/04/2012

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Morris Maybruch , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Morris Maybruch , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Change Healthcare Technology Enabled Services LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Morris Maybruch [MORRIS.MAYBRUCH@CHANGEHEALTHCARE.COM]

Senior Operations Manager

Title

01/03/2020 02:07:19 PM

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: 09/30/2019

1) Proposer's Legal Name: Change Healthcare Technology Enabled Services LLC

2) Address of Place of Business: 3055 Lebanon Pike

City: Nashville State/Province/Territory: TN Zip/Postal Code: 37214

Country: _____

Address: 1 Blue Hill Plaza

City: Pearl River State/Province/Territory: NY Zip/Postal Code: 10965

Country: _____

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 61-6809588

5) Federal I.D. Number: 58-1953146

6) The proposer is a: 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:

Change Healthcare LLC

- 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, please provide details:

This business is controlled by its parent Change Healthcare LLC

- 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

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.

We will contact the County should a potential conflict arise to be guided accordingly.

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/16/1990

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

We have included our most recent form 10-Q to provide the requested information.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded:

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded:

iv) State of incorporation (if applicable);

GA

v) The number of employees in the firm;

1500

vi) Annual revenue of firm;

1000000000

vii) Summary of relevant accomplishments

We have provided EMS billing services to the New York metropolitan area for over 25 years. Our collection rate of over \$500/transport is one of the highest in the country. We have over 200 EMS billing clients and process more than 1 million transports annually.

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

B. Indicate number of years in business.

29

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

We have been providing EMS billing services to Nassau County for 16 years.

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 Town of Ramapo
Contact Person John Lynch, Director of Finance
Address 237 Route 59
City Suffern State/Province/Territory NY
Country _____
Telephone (845) 357-5100
Fax # _____
E-Mail Address john.lynch@ramapo.org

Company Town of Greenburgh
Contact Person Jared Rosenberg, Director of EMS Services
Address 188 Terrytown Road
City White Plains State/Province/Territory NY
Country _____
Telephone (914) 682-5345
Fax # _____
E-Mail Address jrosenberg@greengurghny.com

Company Change Healthcare Technology Enabled Services LLC
Contact Person George Speaks, Deputy Director of Public Safety
Address 3055 Lebanon Pike
City Nashville State/Province/Territory TN
Country _____
Telephone (614) 645-8210
Fax # _____
E-Mail Address gespeaks@columbus.gov

I, Scott Schrader , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Scott Schrader , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Change Healthcare Technology Enabled Services LLC

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Chief Commercial Officer
Title

01/02/2020 01:39:33 PM
Date

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2019

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-38961

Change Healthcare Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

82-2152098
(I.R.S. Employer
Identification No.)

3055 Lebanon Pike, Suite 1000
Nashville, TN
(Address of Principal Executive Offices)

37214
(Zip Code)

(615) 932-3000
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.001 per share	CHNG	The Nasdaq Stock Market LLC
6.00% Tangible Equity Units	CHNGU	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, anon-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding as of November 11, 2019
Common Stock, \$0.001 par value	124,948,388

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Change Healthcare Inc.

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Change Healthcare Inc.
Condensed Statements of Operations
(unaudited and amounts in thousands, except share and per share amounts)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Revenue	\$ —	\$ —	\$ —	\$ —
Operating expenses				
General and administrative	1,138	31	1,389	62
Accretion Expense	48,363	—	48,363	—
Total operating expenses	<u>49,501</u>	<u>31</u>	<u>49,752</u>	<u>62</u>
Operating income (loss)	(49,501)	(31)	(49,752)	(62)
Non-operating (income) expense				
Loss from Equity Method Investment in the Joint Venture	56,179	25,571	95,732	48,337
(Gain) Loss on Sale of Interests in the Joint Venture	—	(197)	—	(661)
Management fee income	(772)	(31)	(876)	(62)
Interest expense	644	—	644	—
Interest income	(644)	—	(644)	—
Amortization of debt discount and issuance costs	212	—	212	—
Unrealized gain (loss) on forward purchase contract	2,435	—	2,435	—
Total non-operating (income) expense	<u>58,054</u>	<u>25,343</u>	<u>97,503</u>	<u>47,614</u>
Income (loss) before income tax provision (benefit)	(107,555)	(25,374)	(147,255)	(47,676)
Income tax provision (benefit)	(13,620)	(6,783)	(15,804)	(11,584)
Net income (loss)	<u>\$ (93,935)</u>	<u>\$ (18,591)</u>	<u>\$ (131,451)</u>	<u>\$ (36,092)</u>
Net income (loss) per share:				
Basic	<u>\$ (0.66)</u>	<u>\$ (0.25)</u>	<u>\$ (1.20)</u>	<u>\$ (0.48)</u>
Diluted	<u>\$ (0.66)</u>	<u>\$ (0.25)</u>	<u>\$ (1.20)</u>	<u>\$ (0.48)</u>
Weighted average shares (see Note 5):				
Basic	<u>142,223,836</u>	<u>75,506,552</u>	<u>109,111,853</u>	<u>75,555,700</u>
Diluted	<u>142,223,836</u>	<u>75,506,552</u>	<u>109,111,853</u>	<u>75,555,700</u>

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Statements of Comprehensive Income (Loss)
(unaudited and amounts in thousands)

	Three Months Ended		Six Months Ended	
	September 30,		September 30,	
	2019	2018	2019	2018
Net income (loss)	\$(93,935)	\$(18,591)	\$(131,451)	\$(36,092)
Other comprehensive income (loss):				
Unrealized gain (loss) on available for sale debt securities of the Joint Venture, net of taxes	1,173	—	1,173	—
Changes in fair value of interest rate swap of the Joint Venture, net of taxes	(1,310)	1,478	(6,741)	2,260
Foreign currency translation adjustment of the Joint Venture	1,583	566	1,809	(2,027)
Other comprehensive income (loss)	1,446	2,044	(3,759)	233
Total comprehensive income (loss)	\$(92,489)	\$(16,547)	\$(135,210)	\$(35,859)

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Balance Sheets
(unaudited and amounts in thousands, except share and per share amounts)

	September 30, 2019	March 31, 2019
Assets		
Current Assets:		
Cash	\$ 3,409	\$ 3,409
Prepaid expenses	2,315	—
Due from the Joint Venture	1,345	373
Investment in Joint Venture tangible equity units, current	15,154	—
Income taxes receivable	1,602	1,781
Total current assets	23,825	5,563
Dividend receivable	34,547	81,264
Investment in the Joint Venture	1,826,887	1,211,996
Investment in Joint Venture tangible equity units	259,237	—
Total assets	<u>\$ 2,144,496</u>	<u>\$ 1,298,823</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 453	\$ 176
Due to the Joint Venture	9,513	6,167
Current portion of long-term debt	15,154	—
Total current liabilities	25,120	6,343
Long-term debt	27,384	—
Due to McKesson	48,363	—
Deferred income tax liabilities	156,770	159,993
Other liabilities	752	—
Commitments and contingencies (see Note 4)		
Stockholders' Equity:		
Common Stock (par value, \$.001), 9,000,000,000 and 252,800,000 shares authorized and 124,935,806 and 75,474,654 shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively	124	75
Class X common stock (par value, \$.001), 1 and 1 share authorized and no shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively	—	—
Preferred stock (par value, \$.001), 900,000,000 and 0 shares authorized and no shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively	—	—
Additional paid-in capital	2,006,494	1,153,509
Accumulated other comprehensive income (loss)	(6,593)	(3,256)
Retained earnings (deficit)	(113,918)	(17,841)
Total stockholders' equity	<u>1,886,107</u>	<u>1,132,487</u>
Total liabilities and stockholders' equity	<u>\$ 2,144,496</u>	<u>\$ 1,298,823</u>

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Statements of Stockholders' Equity
(unaudited and amounts in thousands, except share and per share amounts)

	Common Stock		Additional	Retained	Accumulated	Total
	Shares	Amount	Paid-in	Earnings	Other	Stockholders'
			Capital	(Deficit)	Comprehensive	Equity
					Income (Loss)	
Balance at March 31, 2018	75,749,118	\$ 75	\$1,139,300	\$ 34,661	\$ 2,536	\$ 1,176,572
Cumulative effect of accounting change of the Joint Venture-ASU 2017-12	—	—	—	(490)	490	—
Equity compensation expense	—	—	5,300	—	—	5,300
Repurchase of Change Healthcare Inc. common stock	(251,789)	—	(4,782)	—	—	(4,782)
Issuance of Change Healthcare Inc. common stock upon exercise of equity awards	4,045	—	—	—	—	—
Net income (loss)	—	—	—	(17,501)	—	(17,501)
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	(2,593)	(2,593)
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	782	782
Balance at June 30, 2018	75,501,374	\$ 75	\$1,139,818	\$ 16,670	\$ 1,215	\$ 1,157,778
Equity compensation expense	—	—	2,969	—	—	2,969
Repurchase of Change Healthcare Inc. common stock	(90,629)	—	(1,720)	—	—	(1,720)
Issuance of Change Healthcare Inc. common stock upon exercise of equity awards	35,139	—	—	—	—	—
Net income (loss)	—	—	—	(18,591)	—	(18,591)
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	566	566
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	1,478	1,478
Balance at September 30, 2018	75,445,885	\$ 75	\$1,141,067	\$ (1,921)	\$ 3,259	\$ 1,142,480
Balance at March 31, 2019	75,474,654	\$ 75	\$1,153,509	\$ (17,841)	\$ (3,256)	\$ 1,132,487
Cumulative effect of accounting change of the Joint Venture-ASC 606	—	—	—	35,797	—	35,797
Cumulative effect of accounting change of the Joint Venture-ASU 2018-02	—	—	—	(422)	422	—
Equity compensation expense	—	—	5,862	—	—	5,862
Net income (loss)	—	—	—	(37,517)	—	(37,517)
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	226	226
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	(5,431)	(5,431)
Balance at June 30, 2019	75,474,654	\$ 75	\$1,159,371	\$ (19,983)	\$ (8,039)	\$ 1,131,424
Issuance of Change Healthcare Inc. common stock upon initial public offering	49,285,713	49	608,630	—	—	608,679
Effect of initial public offering issuance costs on Joint Venture equity	—	—	(4,160)	—	—	(4,160)
Issuance of tangible equity units	—	—	232,929	—	—	232,929
Equity compensation expense	—	—	8,585	—	—	8,585
Issuance of Change Healthcare Inc. common stock upon exercise of equity awards	175,439	—	1,139	—	—	1,139
Net income (loss)	—	—	—	(93,935)	—	(93,935)
Unrealized gain (loss) on available for sale debt securities of the Joint Venture	—	—	—	—	1,173	1,173
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	1,583	1,583
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	(1,310)	(1,310)
Balance at September 30, 2019	124,935,806	\$ 124	\$2,006,494	\$(113,918)	\$ (6,593)	\$ 1,886,107

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Statements of Cash Flows
(unaudited and amounts in thousands)

	Six Months Ended	
	September 30,	
	2019	2018
Cash flows from operating activities:		
Net income (loss)	\$(131,451)	\$(36,092)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Loss from Equity Method Investment in the Joint Venture	95,732	48,337
Deferred income tax expense (benefit)	(15,806)	(11,584)
(Gain) loss on Sale of Interests in the Joint Venture	—	(661)
(Gain) loss on available for sale debt securities	2,435	—
Amortization of debt discount and issuance costs	212	—
Changes in operating assets and liabilities:		
Prepaid expenses	(2,315)	—
Due from the Joint Venture	(972)	(62)
Income taxes receivable	179	13,292
Accounts payable and accrued expenses	277	64
Due to McKesson	48,363	—
Due to the Joint Venture	3,346	(9,663)
Net cash provided by (used in) operating activities	—	3,631
Cash flows from investing activities:		
Proceeds from sale of interests in Joint Venture	—	4,782
Investment in debt and equity securities of the Joint Venture	(278,875)	—
Proceeds from investment in debt and equity securities of the Joint Venture	3,621	—
Investment in the Joint Venture	(609,818)	—
Net cash provided by (used in) investing activities	(885,072)	4,782
Cash flows from financing activities:		
Proceeds from initial public offering, net of issuance costs	608,679	—
Proceeds from issuance of equity component of tangible equity units, net of issuance costs	232,929	—
Proceeds from issuance of debt component of tangible equity units	47,367	—
Payment of loan costs	(1,421)	—
Repayment of senior amortizing notes	(3,621)	—
Proceeds from exercise of equity awards	1,139	—
Payments to acquire common stock	—	(4,782)
Net cash provided by (used in) financing activities	885,072	(4,782)
Net increase (decrease) in cash, cash equivalents and restricted cash	—	3,631
Cash, cash equivalents and restricted cash at beginning of period	3,409	—
Cash, cash equivalents and restricted cash at end of period	\$ 3,409	\$ 3,631

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
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1. Nature of Business and Organization

Organization

Change Healthcare Inc. (the “Company”), a Delaware corporation, was formed on June 22, 2016 to hold an equity investment in Change Healthcare LLC (the “Joint Venture”), a joint venture between the Company and McKesson Corporation (“McKesson”). As of September 30, 2019, the Company and McKesson each owned approximately 41% and 59%, respectively, of the membership interest in the Joint Venture, subject to adjustment based on exercise of equity-based awards or other changes in the number of the Joint Venture’s membership units outstanding.

The Transactions

In June 2016, the Company, the Joint Venture, Change Healthcare Holdings, LLC, Change Healthcare Intermediate Holdings, LLC, Change Healthcare Performance, Inc. (“Legacy CHC”) and its stockholders—including affiliates of The Blackstone Group, Inc. (formerly known as the Blackstone Group L.P.) (“Blackstone”) and Hellman & Friedman LLC entered into an Agreement of Contribution and Sale (the “Contribution Agreement”) with McKesson (together with the Company, the “Members”). Under the terms of the Contribution Agreement, the parties agreed to form the Joint Venture, a joint venture that combined the majority of the McKesson Technology Solutions businesses, excluding McKesson’s Enterprise Information Solutions business and RelayHealth Pharmacy Network (such contributed businesses, “Core MTS”), with substantially all of the assets and operations of Legacy CHC, but excluding Legacy CHC’s pharmacy claims switching and prescription routing businesses (such excluded business, the “eRx Network” and the businesses contributed by Legacy CHC, together with Core MTS, the “Contributed Businesses”). The creation of the Joint Venture, including the contribution of the Contributed Businesses and related transactions, is collectively referred to as the “Transactions”. The Transactions closed on March 1, 2017.

Amendment of Certificate of Incorporation

Effective June 26, 2019 and in contemplation of its initial public offering of common stock, the Company amended its certificate of incorporation to effect a 126.4 for 1 stock split for all previously issued shares of common stock, to increase the authorized number of common stock, and to authorize shares of preferred stock. Following this amendment, the authorized shares include 9,000,000,000 shares of common stock (par value \$.001 per share), 1 share of Class X stock (par value \$.001 per share), and 900,000,000 shares of preferred stock (par value \$.001 per share). All issued or outstanding shares or related share-based payment arrangement disclosures included herein have been retrospectively adjusted for the stock split.

Initial Public Offering

Effective July 1, 2019, the Company completed its initial public offering of 49,285,713 shares of common stock and a concurrent offering of 5,750,000 of tangible equity units (“TEUs”) for net proceeds of \$608,679 and \$278,875, respectively. The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for 49,285,713 additional units of the Joint Venture, which together with the Company’s existing holdings represents an approximately 41% interest in the Joint Venture. The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs included in the offering. The Joint Venture, in turn, used the proceeds received from the Company to repay \$805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional \$85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of \$890,000.

2. Basis of Presentation

Principles of Consolidation

The accompanying unaudited condensed financial statements have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Securities and Exchange Commission (“SEC”) Guidelines, Rules and Regulations and, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of results for the unaudited interim periods presented. Certain information and footnote disclosures normally included in

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annual financial statements prepared in accordance with GAAP have been condensed or omitted. The results of operations for the interim period are not necessarily indicative of the results to be obtained for the full fiscal year. All intercompany accounts and transactions have been eliminated in the unaudited condensed financial statements.

Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The Company bases its estimates on historical experience, current business factors and various other assumptions that the Company believes are necessary to consider in order to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of expenses and disclosure of contingent assets and liabilities. The Company is subject to uncertainties such as the impact of future events, economic, environmental and political factors and changes in the Company's business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Company's financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as the Company's operating environment changes. Changes in estimates are made when circumstances warrant. Such changes in estimates and refinements in estimation methodologies are reflected in the reported results of operations; and if material, the effects of changes in estimates are disclosed in the notes to the financial statements. Estimates and assumptions by management affect: the carrying value of the Company's investments; the provision and benefit for income taxes and related deferred tax accounts; contingencies; and the value attributed to equity awards. Additionally, the Company's financial statements are impacted by estimates and assumptions made by management that affect the financial statements of the Joint Venture, including: the allowance for doubtful accounts; the fair value assigned to assets acquired and liabilities assumed in business combinations; tax receivable agreement obligations; the fair value of interest rate cap agreement obligations; measurement of the components of tangible equity units; contingent consideration; loss accruals; the carrying value of long-lived assets (including goodwill and intangible assets); the classification and measurement of assets held for sale; the amortization period of long-lived assets (excluding goodwill); the carrying value, capitalization and amortization of software development costs; the provision and benefit for income taxes and related deferred tax accounts; certain accrued expenses; revenue recognition; contingencies; and the value attributed to equity awards.

Tangible Equity Units

In connection with the initial public offering, the Company completed an offering of tangible equity units (TEUs). Each TEU comprises an amortizing note and purchase contract, both of which are freestanding instruments and separate units of account. The amortizing notes were issued at par and are classified as debt on the accompanying condensed consolidated balance sheet, with scheduled principal payments over the next twelve months reflected in current maturities of long-term debt. The purchase contracts are accounted for as prepaid forward contracts and classified as equity. The TEU proceeds and issuance costs were allocated to the amortizing notes and purchase contracts on a relative fair value basis. See Note 10 for further discussion.

Other Investments

The Company holds investments in tangible equity units issued by the Joint Venture with terms that substantially mirror the TEUs issued by the Company. Each TEU comprises an amortizing note and forward purchase contract, both of which are freestanding instruments and separate units of account. The Company accounts for its investment in each component at fair value. Unrealized gains and losses resulting from changes in the fair value of the investment in debt securities are included as a component of other comprehensive income. Unrealized gains and losses resulting from changes in the fair value of the investment in the equity purchase contracts are recorded in current period earnings, in accordance with ASU 2016-01. See Note 11 for further discussion.

Recently Adopted Accounting Pronouncements

In April 2019, the Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2018-07 on a modified retrospective basis, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Among other provisions, the measurement date for awards to nonemployees was changed from the earlier of the date at which a commitment for performance by the counterparty was reached or the date at which performance was complete under the previous guidance to the grant date under this update. Because the Company's equity-based compensation was previously subject to remeasurement at fair value each quarter under previous authoritative literature, the adoption of this update had no material direct effect on the Company's consolidated financial statements. As described in Note 7, however, the adoption of this update changed the relationship between the equity-based compensation and the accounting for the freestanding option (i.e. the Dividend receivable).

Change Healthcare Inc.
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In April 2019, the Joint Venture adopted Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers*, which replaces most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework on a modified retrospective basis. Under this revised framework, a company will recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. As the Company’s operations consist principally of an investment in the Joint Venture, its financial statements reflect no revenue and, accordingly, the Company recognized no direct impact on its financial statements from the adoption of this update. However, upon adoption, the Joint Venture recognized a cumulative effect adjustment to its Members’ deficit. As a result of the impact of the adoption of ASC 606 to the Joint Venture’s Members’ equity (deficit), the Company was required to recognize a proportionate amount of this cumulative effect adjustment to its April 1, 2019 retained earnings as well. The effect is disclosed within a separate caption of the accompanying condensed statement of stockholders’ equity.

Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASUNo. 2016-13, as amended by ASUNo. 2018-19, which requires that a financial asset (or group of financial assets) measured at amortized cost be presented at the net amount expected to be collected based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. This update is scheduled to be effective for the Company beginning April 1, 2021, with early adoption permitted beginning April 1, 2019. The Company is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASU2018-13, which modifies the disclosure requirements for fair value measurements. ASU2018-13 is effective for public companies for annual and interim periods beginning after December 15, 2019. Early adoption is permitted for either the entire standard or only the provisions that eliminate or modify requirements. The Company is currently assessing the potential effects this update may have on its financial statement disclosures.

3. Equity Method Investment in Change Healthcare LLC

Exchange of Equity Method Investments

In connection with the Transactions, the Company exchanged its 45.615% investment in Legacy CHC for 30% of the membership units of the Joint Venture. The Joint Venture used proceeds from the issuance of debt to acquire the remaining 54.385% of Legacy CHC. The Company accounted for this exchange of investments as a non-monetary transaction at their respective carrying values. Prior to the Transactions, the investors of Legacy CHC accounted for their investments at fair value. As a result, the book basis and fair value of the Company’s investment in Legacy CHC were generally the same such that no gain was recognized as a result of the Transactions.

The fair value of the Joint Venture was determined at March 1, 2017 using a combination of the income and the market valuation approaches. Under the income approach, a discounted cash flow model (“DCF”) was used in which cash flows anticipated over several periods, plus a terminal value at the end of that time horizon, are discounted to their present value using an appropriate expected rate of return. The discount rate used for cash flows reflects capital market conditions and the specific risks associated with the business. Under the market approach, valuation multiples of reasonably similar publicly traded companies or guideline companies are applied to the operating data of the subject business to derive the estimated fair value. These valuation approaches are considered a Level 3 fair value measurement. Fair value determination requires complex assumptions and judgment by management in projecting future operating results, selecting guideline companies for comparisons, determining appropriate market value multiples, selecting the discount rate to measure the risks inherent in the future cash flows and assessing the business’s life cycle and the competitive trends impacting the business, including considering technical, legal, regulatory, or economic barriers to entry. Any material changes in key assumptions, including failure to meet business plans, deterioration in the financial market, an increase in interest rate or an increase in the cost of equity financing by market participants within the industry or other unanticipated events and circumstances, may affect such estimates.

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Additional Ownership Interest

Following the initial public offering, the Company contributed the proceeds of the offering of common stock to the Joint Venture in exchange for 49,285,713 additional units of the Joint Venture, which represented approximately 11% of additional ownership interest. Resulting from the additional ownership interest acquired, the Company measured additional basis differences at July 1, 2019 based on the fair value of the Joint Venture's assets and liabilities as of the date of the initial public offering, and using valuation approaches substantially similar to those used as of the date of the Transactions.

Equity Method Investment in Change Healthcare LLC

The Company accounts for its investment in the Joint Venture using the equity method of accounting. During the three and six months ended September 30, 2019 and 2018, the Company recorded a proportionate share of the earnings from this investment based on its ownership percentage during each respective period, which included transaction and integration related expenses incurred by the Joint Venture and the Company's portion of basis adjustments including amortization expenses associated with equity method intangible assets. These amounts are aggregated and recorded under the caption, "Loss from Equity Method Investment in the Joint Venture" in the accompanying condensed statements of operations.

Summarized financial information of the Joint Venture is as follows:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Statement of Operations Data:				
Total revenue	\$ 795,811	\$ 800,190	\$ 1,651,367	\$ 1,623,453
Cost of operations (exclusive of depreciation and amortization)	\$ 331,234	\$ 327,563	\$ 658,181	\$ 664,993
Customer postage	\$ 57,110	\$ 62,404	\$ 115,594	\$ 127,962
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946

Subsequent to the Company's initial public offering of common stock, the Company now has a publicly available indication of the value of its investment in the Joint Venture. The fair value that was derived from trading prices of the Company's common stock at September 30, 2019 indicated a potential impairment to the carrying value of its investment in the Joint Venture. Accordingly, the Company evaluated its equity method investment for an other-than-temporary impairment ("OTTI"). The Company considered various factors in determining whether an OTTI has occurred, including the Company's ability and intent to hold the investment, the trading history available, the implied EBITDA valuation multiples compared to public guideline companies, the Joint Venture's ability to achieve milestones and any notable operational and strategic changes by the Joint Venture. After the evaluation, the Company determined that an OTTI had not occurred as of September 30, 2019 nor as of the date of this quarterly report on Form 10-Q. However, the Company may experience declines in the fair value of its investment in the Joint Venture, and it may determine an impairment loss will be required to be recognized in a future reporting period. Such determination will be based on the prevailing facts and circumstances, including those related to the reported results and disclosures of the Joint Venture as well as from changes in the market price of the Company's common stock.

In the event the Company obtains a controlling interest in the Joint Venture, the Company will evaluate its investment under the guidance in ASC 805 for a business combination achieved in stages. Upon such a change in control, the Company will remeasure its investment in the Joint Venture to fair value as of the date that control is obtained and will recognize a gain or loss in its statement of operations for the difference between the carrying value and fair value of its investment.

4. Legal Proceedings

In the ordinary course of business, the Company may become subject to various claims and legal proceedings. The Company is not currently a defendant in any pending litigation.

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Notes to Condensed Financial Statements
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5. Net Income (Loss) Per Share

The following table sets forth the computation of basic net income (loss) per share of common stock for the periods indicated:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Basic net income (loss) per share:				
Numerator:				
Net income (loss)	\$ (93,935)	\$ (18,591)	\$ (131,451)	\$ (36,092)
Denominator:				
Weighted average common shares outstanding	123,794,511	75,506,552	99,897,191	75,555,700
Minimum shares issuable under purchase contracts	18,429,325	—	9,214,662	—
	<u>142,223,836</u>	<u>75,506,552</u>	<u>109,111,853</u>	<u>75,555,700</u>
Basic net income (loss) per share	<u>\$ (0.66)</u>	<u>\$ (0.25)</u>	<u>\$ (1.20)</u>	<u>\$ (0.48)</u>

The calculation of diluted net income (loss) per share has not been presented due to the presence of a net loss for each period.

Due to their antidilutive effect, the following securities have been excluded from diluted net income (loss) per share for the periods indicated:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Incremental shares issuable under purchase contracts	3,685,750	—	1,842,875	—
Time-Vesting Options	1,156,510	1,832,196	1,405,556	1,839,878
Restricted Stock Units	908,745	—	454,373	—

6. Income Taxes

The income tax benefit for the three months ended September 30, 2019 and 2018 was \$13,620 and \$6,783, respectively, which represents an effective tax rate of 12.7% and 26.7%, respectively. The income tax benefit for the six months ended September 30, 2019 and 2018 was \$15,804 and \$11,584, respectively, which represents an effective tax rate of 10.7% and 24.3%, respectively.

Fluctuations in our reported income tax rates from the statutory rate are primarily due to benefits recognized as a result of certain incentive tax credits resulting from research and experimental expenditures and discrete items recognized in the quarters.

McKesson Tax Receivable Agreement

In connection with the closing of the Transactions, the Joint Venture, subsidiaries of McKesson that serve as members of the Joint Venture (the “McK Members”), McKesson and the Company entered into a tax receivable agreement (the “McKesson Tax Receivable Agreement”). The McKesson Tax Receivable Agreement generally provides for the payment by the Joint Venture to the McK Members and it assigns 85% of the net cash tax savings realized (or, in certain circumstances, deemed to be realized) by the Company in periods ending on or after the date on which McKesson ceases to own at least 20% of the outstanding units of the Joint Venture (the “LLC Units”) as a result of (i) certain amortizable tax basis in assets transferred to the Joint Venture at the closing of the Transactions and (ii) imputed interest deductions and certain other tax attributes arising from payments under the McKesson Tax Receivable Agreement. Additionally, upon the occurrence of the first exchange of LLC Units by McKesson (or its permitted

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transferees), if any, the Company has agreed to enter into an additional tax receivable agreement with the McK Members, pursuant to which the Company would be required to pay to the relevant McK Member 85% of the net cash tax savings, if any, arising from the Company's utilization of (i) certain tax basis increases resulting from the relevant exchange and payments under such additional tax receivable agreement and (ii) imputed interest deductions. The Company may also be required to enter into and make payments under an additional tax receivable agreement with McKesson in certain circumstances.

Because payments under the McKesson Tax Receivable Agreement are contingent upon McKesson's ceasing to own at least 20% of the Joint Venture and such an event was not probable at the inception of the McKesson Tax Receivable Agreement or as of September 30, 2019, no related obligation has been reflected on the accompanying condensed balance sheet.

Letter Agreement

The Company, the Joint Venture, McKesson and certain of McKesson's affiliates have entered into a letter agreement relating to the Contribution Agreement (the "Letter Agreement"). The Letter Agreement addresses miscellaneous tax-related matters, including (i) technical clarifications and modifications to the manner in which the Joint Venture allocates certain items of taxable income, loss and deduction among, and calculates and makes required tax distributions to, its members, (ii) the sharing of certain contingent tax benefits and expenses not addressed by the McKesson Tax Receivable Agreement or the tax matters agreement that the Company will enter into with McKesson in connection with a spin-off or split-off transaction (or a combination of the foregoing) that McKesson may, at its election, initiate and complete that would result, among other things, in the acquisition by the Company of all of McKesson's LLC Units and the issuance by the Company to McKesson and/or McKesson's securityholders of an equal number of shares of its common stock and (iii) procedures applicable in the case of certain tax proceedings. In particular, pursuant to the terms of the Letter Agreement, McKesson may adjust the manner in which depreciation or amortization deductions in respect of assets transferred to the Joint Venture at the closing of the Transactions are allocated among the Company, McKesson and certain of McKesson's affiliates beyond minimum amounts provided in the LLC Agreement. If an amount of deductions is allocated to the Company in excess of a specified minimum threshold, the Company will be required to make cash payments to McKesson equal to 100% of the tax savings of the Company attributable to such excess deductions for any tax period ending prior to the date on which McKesson ceases to own at least 20% of the outstanding LLC Units of the Joint Venture, after which the terms of the McKesson Tax Receivable Agreement will control. At September 30, 2019, the Company has recorded a liability to McKesson equal to \$48,363, which reflects the amount payable for future tax savings the Company anticipates receiving as a result of deductions that are probable to be allocated by McKesson to the Company for the year ended March 31, 2019 and is reflected as Due to McKesson on the consolidated balance sheet.

7. Fair Value Measurements

The Company's assets and liabilities that are measured at fair value on a recurring basis consist of the Company's Dividend Receivable and Other Investments. The debt component of the tangible equity units issued by the Company is a Level 2 liability measured at fair value on a nonrecurring basis based on available market data and a discounted cash flow analysis (see Note 10). The tables below summarize the Dividend Receivable and Other Investments as of September 30, 2019 and March 31, 2019, aggregated by the level in the fair value hierarchy within which those measurements fall.

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Description	Balance at September 30, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Other Investments (see Note 11)	\$ 274,391	\$ —	\$ 274,391	\$ —
Dividend Receivable	34,547	—	—	34,547
Total	<u>\$ 308,938</u>	<u>\$ —</u>	<u>\$ 274,391</u>	<u>\$ 34,547</u>

Description	Balance at March 31, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Other Investments (see Note 11)	\$ —	\$ —	\$ —	\$ —
Dividend Receivable	81,264	—	—	81,264
Total	<u>\$ 81,264</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 81,264</u>

The Company is entitled to receive an additional unit of the Joint Venture for each share of stock issued by the Company. In the case of equity-based awards, the requirement to receive an additional unit of the Joint Venture upon exercise of such awards represents a freestanding derivative. Because the fair value measurement of this derivative involves significant unobservable inputs, the most significant of which is the use of a levered volatility calculation of a peer group of companies, the Company has determined that it represents a Level 3 fair value measurement.

Because the freestanding derivative is directly related to the Company's equity-based compensation awards, the valuation of the derivative is determined to be consistent with the valuation of the underlying equity-based awards (although we use a current period measurement date). As with the equity-based awards, changes in the value of the derivative are generally expected to fluctuate with changes in the value of the Company's common stock.

The following table summarizes the fair value of the freestanding derivative at September 30, 2019 and March 31, 2019, respectively:

	Fair Values of Derivative Financial Instruments Asset (Liability)		
	Balance Sheet Location	September 30, 2019	March 31, 2019
Derivative financial instruments not designated as hedging instruments:			
Freestanding Option	Dividend receivable	\$ 34,547	\$ 81,264

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The following table presents a reconciliation of the fair value of the derivative for which the Company uses significant unobservable inputs:

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Six Months Ended</u> <u>September 30,</u>	
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
Balance at beginning of period	\$ 48,807	\$64,338	\$ 81,264	\$59,116
Increase in fair value based on ASC 505 equity-based compensation	—	2,969	—	8,269
Settlements due to exercise of awards	(1,324)	(666)	(1,324)	(744)
Change in fair value of equity-based awards	(12,936)	—	(45,393)	—
Balance at end of period	<u>\$ 34,547</u>	<u>\$66,641</u>	<u>\$ 34,547</u>	<u>\$66,641</u>

Other Investments

The Company invested in a unit purchase contract and a debt instrument of the Joint Venture on terms that substantially mirror the economics of the TEUs (see Note 10). At September 30, 2019 and March 31, 2019, the Company's investment in the Joint Venture's debt securities were classified as "available-for-sale" and its investment in the Joint Venture's purchase contracts were accounted for as equity securities measured at fair value. Changes in unrealized gains and losses for the Company's investment in the Joint Venture's debt securities are recognized as adjustments to other comprehensive income (loss) while changes in unrealized gains and losses for the Company's investment in the Joint Venture's purchase contracts are recognized as adjustments to pretax income (loss). The fair value measurement of the investments is based on available market data and a discounted cash flow analysis of the Joint Venture's debt and equity securities for which the Company is investing.

Dividend Receivable

As the dividend receivable was initially received in connection with the contribution of assets to the Joint Venture, the initial fair value was treated as a component of the Company's contribution of assets and receipt of its Investment in the Joint Venture. During the three and six months ended September 30, 2019 and 2018, the Company recognized a decrease in the Dividend Receivable which was recorded as a component of Loss from Equity Method Investment in the Joint Venture. The result was that no net equity-based compensation related to employees of the Joint Venture was recognized in the financial statements of the Company for the three and six months ended September 30, 2019 and 2018.

Following the adoption of FASB ASUNo. 2018-07, however, the measurement of equity-based compensation generally becomes fixed at the date of grant such that the fair value of the dividend receivable is no longer correlated with the amount of equity compensation recognized. As a result, following the adoption of FASB ASU No. 2018-07, the Loss from Equity Method Investment in the Joint Venture is subject to variability associated with changes in the fair value of the equity-based awards.

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8. Accumulated Other Comprehensive Income (Loss)

The following is a summary of the Company's proportionate share of the Joint Venture's accumulated other comprehensive income (loss) balances, net of taxes, as of and for the three and six months ended September 30, 2019 and 2018.

	Available For Sale Debt Security	Foreign Currency Translation Adjustment	Cash Flow Hedge	Accumulated Other Comprehensive Income (Loss)
Balance at March 31, 2018	\$ —	\$ 1,268	\$ 1,268	\$ 2,536
Cumulative effect of accounting change of the Joint Venture-ASU 2017-12	—	—	490	490
Change associated with foreign currency translation	—	(2,593)	—	(2,593)
Change associated with current period hedging	—	—	1,206	1,206
Reclassification into earnings	—	—	(424)	(424)
Balance at June 30, 2018	<u>\$ —</u>	<u>\$ (1,325)</u>	<u>\$ 2,540</u>	<u>\$ 1,215</u>
Change associated with foreign currency translation	—	566	—	566
Change associated with current period hedging	—	—	1,866	1,866
Reclassification into earnings	—	—	(388)	(388)
Balance at September 30, 2018	<u>\$ —</u>	<u>\$ (759)</u>	<u>\$ 4,018</u>	<u>\$ 3,259</u>
Balance at March 31, 2019	<u>\$ —</u>	<u>\$ (1,565)</u>	<u>\$ (1,691)</u>	<u>\$ (3,256)</u>
Cumulative effect of accounting change of the Joint Venture-ASU 2018-02	—	—	422	422
Change associated with foreign currency translation	—	226	—	226
Change associated with current period hedging	—	—	(5,117)	(5,117)
Reclassification into earnings	—	—	(314)	(314)
Balance at June 30, 2019	<u>\$ —</u>	<u>\$ (1,339)</u>	<u>\$ (6,700)</u>	<u>\$ (8,039)</u>
Unrealized gain (loss) on available for sale debt securities of the Joint Venture	1,173	—	—	1,173
Change associated with foreign currency translation	—	1,583	—	1,583
Change associated with current period hedging	—	—	(1,509)	(1,509)
Reclassification into earnings	—	—	199	199
Balance at September 30, 2019	<u>\$ 1,173</u>	<u>\$ 244</u>	<u>\$ (8,010)</u>	<u>\$ (6,593)</u>

Effective April 1, 2018, the Joint Venture adopted FASB ASUNo. 2017-12, which significantly changed the framework by which hedge accounting is recognized, presented and disclosed in the Joint Venture's financial statements. The adoption of this update by the Joint Venture resulted in a reclassification between its accumulated other comprehensive income (loss) and accumulated earnings (deficit).

Effective April 1, 2019, the Joint Venture adopted FASB ASUNo. 2018-02, which allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017. The adoption of this update resulted in a reclassification between accumulative other comprehensive income (loss) and accumulated earnings (deficit).

Change Healthcare Inc.
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As an investor in the Joint Venture, the Company has recognized its proportionate amount of these reclassifications as presented in the table above.

9. Equity Based Compensation

Effective as of the Company's initial public offering, the Company adopted the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which 25.0 million shares of the Company's common stock have been reserved for issuance to employees, directors and consultants of the Company, the Joint Venture and its affiliates.

In connection with the Omnibus Incentive Plan, the Company, during the three and six months ended September 30, 2019, granted to the Joint Venture's employees and directors one or a combination of time-vesting restricted stock units (RSUs), time-vesting deferred stock units, performance stock units, and cash settled restricted stock units under vesting terms that generally vary from one to four years from the date of grant. Each of these instruments is described below.

Restricted Stock Units ("RSUs")—The Company granted 4,436,758 RSUs during the three and six months ended September 30, 2019. The RSUs are subject to either a graded vesting schedule over four years, or a one or four year cliff vesting schedule, depending on the terms of the specific award. Upon vesting, the RSUs are exchanged for shares of the Company's common stock.

Performance Stock Units ("PSUs")—The Company granted 1,079,621 PSUs during the three and six months ended September 30, 2019. The PSUs consist of two tranches, one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual revenue growth rate over a three year period in comparison to a target percentage and one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Adjusted EBITDA growth rate over a three year period in comparison to a target percentage. The awards earned upon satisfaction of the performance conditions become vested on the fourth anniversary of the vesting commencement date of the award (i.e. continued service is required beyond the satisfaction of the performance condition prior to vesting). The Joint Venture recognizes compensation expense for the PSUs based on the number of awards that are considered probable to vest. Recognition of expense is based on the probability of achievement of performance targets and is periodically reevaluated.

Cash Settled Restricted Stock Units ("CSRSUs")—The Company granted 597,006 CSRSUs during the three and six months ended September 30, 2019. The CSRSUs are expected to vest ratably over three years. Upon vesting, however, the Company is required to pay cash in settlement of such CSRSUs based on their fair value at the date such CSRSUs vest.

Deferred Stock Units ("DSUs")—The Company granted 45,704 DSUs during the three and six months ended September 30, 2019. The DSUs vest 100% upon the one-year anniversary of the date of grant. Unlike the RSUs, however, the DSUs are exchanged for shares of the Company's common stock only following the participant's separation from service.

During the three and six months ended September 30, 2019, the Joint Venture recognized compensation expense of \$6,096 related to awards granted under the Omnibus Incentive Plan. At September 30, 2019, aggregate unrecognized compensation expense of the Joint Venture related to the awards granted under the Omnibus Incentive Plan was \$87,211.

10. Tangible Equity Units

In July 2019, the Company completed its offering of 5,750,000 TEUs. Total proceeds, net of underwriting discounts, were \$278,875. Each TEU, which has a stated amount of \$50, is comprised of a stock purchase contract and a senior amortizing note due June 30, 2022. The Company allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. The value allocated to the stock purchase contracts is reflected net of issuance costs in additional paid in capital. The value allocated to the senior amortizing notes is reflected in debt on the accompanying balance sheet, with payments expected in the next twelve months reflected in current maturities of long-term debt. Issuance costs, reflected as a reduction of the face amount of the amortizing notes, are being accreted to the face amount of the debt under the effective interest method.

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The aggregate values assigned upon issuance of the TEUs, based on the relative fair value of the respective components of each TEU, were as follows:

	Equity Component	Debt Component	Total
Price per TEU	\$ 41.7622	\$ 8.2378	\$ 50.00
Gross proceeds	240,133	47,367	287,500
Issuance costs	(7,204)	(1,421)	(8,625)
Net proceeds	<u>\$ 232,929</u>	<u>\$ 45,946</u>	<u>\$278,875</u>

Each senior amortizing note has an initial principal amount of \$8,2378 and bears interest at 5.5% per year. On each March 30, June 30, September 30 and December 30, the Company pays equal quarterly cash installments of \$0.7500 per amortizing note (except for the September 30, 2019 installment payment, which was \$0.7417 per amortizing note). Each installment constitutes a payment of interest and partial payment of principal. The carrying value and fair value of the senior amortizing notes as of September 30, 2019 was \$42,537 and \$43,896, respectively. Unless settled earlier, each purchase contract will automatically settle on June 30, 2022. The Company will deliver between a minimum of 18,429,325 shares and a maximum of 22,115,075 shares of the Company's common stock, subject to adjustment, based on the Applicable Market Value (as defined below) of the Company's common stock as described below:

- If the Applicable Market Value is greater than \$15.60 per share, holders will receive 3.2051 shares of common stock per purchase contract.
- If the Applicable Market Value is less than or equal to \$15.60 per share but greater than or equal to \$13.00 per share, the holder will receive a number of shares of the Company's common stock per purchase contract equal to \$50, divided by the Applicable Market Value; and
- If the Applicable Market Value is less than \$13.00 per share, the holder will receive 3.8461 shares of common stock per purchase contract.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of the Company's common stock over the twenty consecutive trading day period immediately preceding the balance sheet date, or June 30, 2022, for settlement of the stock purchase contracts.

The TEUs have a dilutive effect on the Company's net income (loss) per share. The 18,429,325 minimum shares to be issued are included in the calculation of basic net income (loss) per share. The difference between the minimum shares and the maximum shares are potentially dilutive securities, and accordingly, are included in the Company's diluted net income (loss) per share on a pro rata basis to the extent the Applicable Market Value is higher than \$13.00 but is less than \$15.60 at period end.

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11. Other Investments

The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs included in the offering. Under these mirrored arrangements, the Joint Venture is required to make cash payments or to transfer LLC Units to the Company concurrent with any cash payments or issuance of shares by the Company pursuant to the terms of its TEUs. The Company accounts for these mirror arrangements as investments in debt and equity securities.

At September 30, 2019 and March 31, 2019, the Company's investment in debt securities are classified as "available-for-sale" and its investment in forward purchase contracts are considered equity securities measured at fair value. Changes in unrealized gains and losses for the Company's debt securities are recognized as adjustments to other comprehensive income (loss) while changes in unrealized gains and losses for the Company's investment in forward purchase contracts are recognized as adjustments to pretax income (loss).

A summary of the Company's other investments at September 30, 2019 and March 31, 2019 is summarized in the tables that follow.

	<u>September 30, 2019</u>			<u>Fair Value</u>
	<u>Amortized Costs</u>	<u>Unrealized Amounts</u>		
		<u>Gains</u>	<u>Losses</u>	
Debt Securities (Level 2)	\$ 42,326	\$ 1,571	\$ —	\$ 43,897
Forward Purchase Contracts (Level 2)	\$ 232,929	\$ —	\$ (2,435)	230,494
				<u>\$274,391</u>
Amounts classified within current assets				15,154
Amounts classified within Other investments				<u>\$259,237</u>

	<u>March 31, 2019</u>			<u>Fair Value</u>
	<u>Amortized Costs</u>	<u>Unrealized Amounts</u>		
		<u>Gains</u>	<u>Losses</u>	
Debt Securities	\$ —	\$ —	\$ —	\$ —
Forward Purchase Contracts	\$ —	\$ —	\$ —	—
				—
Amounts classified within current assets				—
Amounts classified within Other investments				<u>\$ —</u>

Scheduled maturities of investments in debt securities at September 30, 2019 were as follows:

	<u>Amortized Cost</u>	<u>Fair Value</u>
Due in one year or less	\$ 15,154	\$ 15,154
Due after one year through five years	27,172	28,742
Due after five years through ten years	—	—
Due after ten years	—	—
	<u>\$ 42,326</u>	<u>\$ 43,896</u>

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The portion of unrealized gains and losses for each period related to equity securities still held at each reporting date is calculated as follows:

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Six Months Ended</u> <u>September 30,</u>	
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
Net gains and losses recognized during the period on equity securities	\$ (2,435)	\$ —	\$ (2,435)	\$ —
Less: Net gains and losses recognized during the period on equity securities sold during the period	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Unrealized gains and losses recognized during the reporting period on equity securities still held at the reporting date	<u>\$ (2,435)</u>	<u>\$ —</u>	<u>\$ (2,435)</u>	<u>\$ —</u>

12. Subsequent Events

Agreement to Sell Office Property

In October 2019, the Joint Venture executed an agreement for the sale of its Alpharetta, GA office property for gross proceeds of approximately \$31,500. The sale is expected to be completed during the third quarter of the Joint Venture's fiscal year. While the Joint Venture expects to recognize a gain of an immaterial amount as a result of this transaction, the Company expects, as a result of the write-off of basis differences associated with this office property, to recognize a loss within its Loss from equity method investment in the Joint Venture of approximately \$14,000.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the financial condition and results of operations of Change Healthcare Inc. and Change Healthcare LLC is provided as a supplement to, and should be read in conjunction with, Change Healthcare Inc.'s and Change Healthcare LLC's audited financial statements and the accompanying notes as well as the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in Change Healthcare Inc.'s Registration Statement on Form S-1 (File No. 333-230345), as well as the unaudited consolidated financial statements and the related notes presented in Part I, Item 1 of this Quarterly Report for the quarter ended September 30, 2019 ("Quarterly Report").

In addition to historical data, this discussion contains forward-looking statements about the business, operations and financial performance of Change Healthcare Inc. and Change Healthcare LLC based on current expectations that involve risks, uncertainties and assumptions. Actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those discussed below in "Cautionary Notice Regarding Forward-Looking Statements," and Part II, Item 1A, "Risk Factors."

References in this discussion and analysis to "Change Healthcare Inc." refer to Change Healthcare Inc. and not to any of its subsidiaries. References in this discussion and analysis to the Joint Venture refer to Change Healthcare LLC and its direct and indirect subsidiaries.

Recent Developments

Effective June 26, 2019, Change Healthcare Inc.'s Registration Statement on Form S-1 for the initial public offering of 49.3 million shares of common stock and the concurrent offering of 5.75 million tangible equity units ("TEUs") was declared effective by the Securities and Exchange Commission ("SEC") and Change Healthcare Inc. subsequently amended its charter to authorize 9 billion shares of common stock and effected a 126.4 for 1 split of its common stock. Change Healthcare Inc.'s common stock and TEUs began trading the next day on the NASDAQ under the CHNG and CHNGU ticker symbols, respectively.

The offerings of common stock and TEUs were consummated on July 1, 2019 and resulted in Change Healthcare Inc. receiving net proceeds of \$608.7 million and \$278.9 million respectively, before consideration of offering costs paid subsequent to the offering from available cash. The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for 49.3 million additional units of the Joint Venture, thereby resulting in an additional ownership in the Joint Venture of approximately 11%. The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs issued by Change Healthcare Inc. in the offering. The Joint Venture, in turn, used the proceeds received from Change Healthcare Inc. to repay \$805.0 million of its indebtedness under the Term Loan Facility (as defined herein) without penalty in July 2019.

In July 2019, the Joint Venture amended its Revolving Credit Facility (as defined herein), the primary effects of which were to increase the maximum amount that can be borrowed from \$500.0 million to \$785.0 million and to extend the maturity date until March 1, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds \$1.1 billion on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023.

Change Healthcare Inc.

Overview

Change Healthcare Inc. (formerly HCIT Holdings, Inc.), a Delaware corporation, was formed on June 22, 2016 to hold an equity investment in Change Healthcare LLC, a joint venture between Change Healthcare Inc. and McKesson Corporation ("McKesson"), which we refer to as the Joint Venture. Each of Change Healthcare Inc. and McKesson holds a 50% voting interest in the Joint Venture, with equal representation on the Joint Venture's board of directors and with all major operating, investing and financial activities requiring the consent of both members. As a result, Change Healthcare Inc. accounts for this investment using the equity method of accounting.

Change Healthcare Inc. has no substantive assets apart from its investment in the Joint Venture. As a result, Change Healthcare Inc. believes the financial statements of the Joint Venture are more relevant to an investor than Change Healthcare Inc.'s financial statements as they include greater detail regarding the financial condition and results of operations of the business.

Key Components of Change Healthcare Inc.'s Results of Operations

Loss from Equity Method Investment in the Joint Venture

Loss from equity method investment in the Joint Venture generally represents Change Healthcare Inc.'s proportionate share of the income or loss from this investment, including basis adjustments related to amortization expense associated with equity method intangible assets, property and equipment, deferred revenue and other items.

Loss from equity method investment in the Joint Venture was \$56.2 million and \$25.6 million for the three months ended September 30, 2019 and 2018, respectively. The loss from equity method investment in the Joint Venture increased as a result of incremental basis difference amortization due to the additional units of the Joint Venture that were acquired using the proceeds of the initial public offering, combined with lower operating profits at the Joint Venture in the current quarter when compared to the same quarter in the prior year, primarily due to the gain recognized from the sale of the Joint Venture's extended care business during the three months ended September 30, 2018.

Loss from equity method investment in the Joint Venture was \$95.7 million and \$48.3 million for the six months ended September 30, 2019 and 2018, respectively. The loss from equity method investment in the Joint Venture for the six months ended September 30, 2019 was discretely affected by the Joint Venture's adoption of Financial Accounting Standards Board ("FASB") Accounting Standards Codification No. 606 ("ASC 606") and Change Healthcare Inc.'s adoption of FASB Accounting Standards Update No. 2018-07 ("ASU 2018-07"). The loss from equity method investment in the Joint Venture was decreased by approximately \$17.0 million as a result of the continuing effect of the adoption of ASC 606 and was increased by approximately \$45.4 million as a result of changes in the fair value of its dividend receivable following the adoption of ASU 2018-07.

General and Administrative Expense and Management Fees

In addition to its income (loss) from its equity method investment in the Joint Venture, Change Healthcare Inc. may also periodically incur certain other operating expenses, including professional service fees, general liability insurance, and other fees associated with being an SEC registrant.

To the extent any such fees Change Healthcare Inc. incurs are required to facilitate or maintain its status as a public company, however, the limited liability company agreement of the Joint Venture (the "LLC Agreement") contemplates that Change Healthcare Inc. be reimbursed for such costs by the Joint Venture. Such reimbursements are classified as management fees within Change Healthcare Inc.'s statements of operations.

Gain (Loss) on Sale of Interests in the Joint Venture

Under the terms of the LLC Agreement, Change Healthcare Inc. and the Joint Venture agreed to cooperate to ensure a 1:1 ratio of outstanding shares of common stock of Change Healthcare Inc. to the units of the Joint Venture ("LLC Units") held by Change Healthcare Inc. as long as the subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members") hold LLC Units. This provision requires that Change Healthcare Inc. be issued an additional LLC Unit for each share of common stock that Change Healthcare Inc. issues. Similarly, for any share that Change Healthcare Inc. repurchases, the Joint Venture is likewise required to repurchase a respective LLC Unit from Change Healthcare Inc. In this latter case, the repurchase by the Joint Venture of LLC Unit(s) from Change Healthcare Inc. results in a gain or loss to Change Healthcare Inc. equal to the difference in the fair value of such LLC Units and the proportionate carrying value of Change Healthcare Inc.'s investment in the Joint Venture associated with such repurchased LLC Units.

Income Taxes

As the Joint Venture is treated as a partnership for income tax purposes, Change Healthcare Inc. is subject to income taxes for its allocable portion of the Joint Venture's taxable income. The income tax benefit was \$13.6 million and \$6.8 million (which resulted in effective income tax rates of 12.7% and 26.7%) for the three months ended September 30, 2019 and 2018, respectively. The income tax benefit was \$15.8 million and \$11.6 million (which resulted in effective income tax rates of 10.7% and 24.3%) for the six months ended September 30, 2019 and 2018, respectively.

In connection with the closing of the Transactions, the Joint Venture, subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members"), McKesson and the Company entered into a tax receivable agreement (the "McKesson Tax Receivable Agreement"). Additionally, the Company, the Joint Venture, McKesson and certain of McKesson's affiliates have entered into a letter agreement relating to the Contribution Agreement (the "Letter Agreement"). The McKesson Tax Receivable Agreement and the Letter Agreement contemplate payments from the Company to the McK Members or to McKesson based upon certain criteria

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as outlined in Note 6, *Income Taxes*. In the three months ended September 30, 2019 the Company has recorded a liability to McKesson equal to \$48.4 million, which reflects the amount payable for future tax savings the Company anticipates receiving as a result of deductions that are probable to be allocated by McKesson to the Company for the year ended March 31, 2019.

Liquidity and Capital Resources

Overview

Change Healthcare Inc.'s principal source of liquidity consists of distributions or advances from the Joint Venture. To the extent that Change Healthcare Inc. requires additional funds, Change Healthcare Inc. may need to raise funds through subsequent debt or equity financing.

Change Healthcare Inc. has not incurred, nor does it expect to incur, significant capital expenditures in the normal course of business or to pursue acquisition opportunities other than through the Joint Venture.

Off-Balance Sheet Arrangements

As of September 30, 2019, Change Healthcare Inc. had no off-balance sheet arrangements.

Recent Accounting Pronouncements

See Note 2, *Basis of Presentation*, within Change Healthcare Inc.'s financial statements appearing elsewhere in this Quarterly Report for information about recent accounting pronouncements and the potential impact on Change Healthcare Inc.'s financial statements.

Critical Accounting Estimates

The preparation of financial statements in accordance with United States generally accepted accounting principles ("GAAP") requires Change Healthcare Inc. to make estimates and assumptions that affect reported amounts and related disclosures. Change Healthcare Inc. considers an accounting estimate to be critical if:

- it requires assumptions to be made that were uncertain at the time the estimate was made; and
- changes in the estimate or different estimates that could have been made could have a material impact on Change Healthcare Inc.'s results of operations and financial condition.

As disclosed in Note 2, *Summary of Significant Accounting Policies*, in Change Healthcare Inc.'s Registration Statement on Form S-1 (333-230345), Change Healthcare Inc. evaluates its equity method investment for impairment review whenever an event or change in circumstances occurs that may have a significant adverse impact on the carrying value of the investment. If a loss in value occurs that is deemed to be other than temporary, an impairment loss would be recognized.

Subsequent to the IPO, Change Healthcare Inc. now has a publicly available indication of the value of its investment in the Joint Venture. Accordingly, Change Healthcare Inc. evaluated its equity method investment for an other-than-temporary impairment ("OTTI"). Change Healthcare Inc. considered various factors in determining whether an OTTI had occurred, including Change Healthcare Inc.'s ability and intent to hold the investment, the trading history available, the implied EBITDA valuation multiples compared to public guideline companies, and the Joint Venture's ability to achieve milestones and any operational and strategic changes by the Joint Venture that might have negatively impacted the fair value. After the evaluation, Change Healthcare Inc. determined that an OTTI had not occurred as of September 30, 2019 or as of the date of this quarterly report on Form 10-Q. However, the Joint Venture may experience declines in its fair value, and Change Healthcare Inc. may determine an impairment loss will be required to be recognized in a future reporting period. Such determination will be based on the prevailing facts and circumstances, including those related to the reported results and disclosures of the Joint Venture, as well as from changes in the market price of Change Healthcare Inc.'s common stock.

Change Healthcare Inc.'s investments in the debt and equity securities of the Joint Venture are reported at fair value. The measurement of these investments is impacted by changes in market interest rates, as well as factors that impact the underlying value of the Joint Venture's equity. See Note 11 for further discussion.

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Change Healthcare Inc. believes the current assumptions and other considerations used to estimate amounts reflected in Change Healthcare Inc.'s financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in Change Healthcare Inc.'s financial statements, the resulting changes could have a material adverse effect on Change Healthcare Inc.'s results of operations and financial condition.

See Note 2, *Summary of Significant Accounting Policies*, within Change Healthcare Inc.'s financial statements appearing in the Registration Statement on Form S-1 (333-230345) for information about Change Healthcare Inc.'s other critical accounting policies.

Quantitative and Qualitative Disclosure of Market Risk

As Change Healthcare Inc. has no substantive assets or operations apart from its investment in the Joint Venture, Change Healthcare Inc. does not believe that it has significant market risk.

Summary Disclosures about Contractual Obligations and Commercial Commitments

During the three months ended September 30, 2019, Change Healthcare Inc. issued TEUs comprised of a stock purchase contract and a senior amortizing note due June 30, 2022. See Note 10, *Tangible Equity Units*. Change Healthcare Inc. has no other ongoing contractual obligations or commercial commitments as of September 30, 2019.

Change Healthcare LLC

Overview

The Joint Venture is a leading independent healthcare technology company, formed through the combination of substantially all of the businesses of Change Healthcare Performance, Inc. (formerly Change Healthcare, Inc.) ("Legacy CHC") and a majority of the McKesson Technology Solutions business ("Core MTS"), which was completed on March 1, 2017. The Joint Venture offers a comprehensive suite of software, analytics, technology enabled services and network solutions that drive improved results in the complex workflows of healthcare system payers and providers. The Joint Venture's solutions are designed to improve clinical decision making, simplify billing, collection and payment processes and enable a better patient experience.

The Joint Venture offers comprehensive end-to-end solutions with modular capabilities to address its customers' needs. Working with its customers to analyze workflows before, during and after care has been delivered to patients, the Joint Venture designs and commercializes innovative solutions for various points in the healthcare delivery timeline. The Joint Venture's offerings range from discrete data and analytics solutions to broad enterprise-wide solutions, which include workflow software and technology-enabled services that help its customers achieve their operational objectives.

The Joint Venture's Intelligent Healthcare Network was created to facilitate the transfer of data among participants and is one of the largest clinical and financial healthcare networks in the United States. In the fiscal year ended March 31, 2018, Change Healthcare facilitated nearly 14 billion healthcare transactions and approximately \$1 trillion in adjudicated claims or approximately one-third of all U.S. healthcare expenditures. The Joint Venture serves the vast majority of U.S. payers and providers. The Joint Venture's customer base includes approximately 2,200 government and commercial payer connections, 900,000 physicians, 118,000 dentists, 33,000 pharmacies, 5,500 hospitals and 600 laboratories. This network transacts clinical records for over 112 million unique patients, more than one-third of the estimated total U.S. population. With insights gained from its pervasive network, extensive applications and analytics portfolio and its services operations, the Joint Venture has designed analytics solutions that include industry-leading and trusted franchises supported by extensive intellectual property and regularly updated content.

In addition to the advantages of scale, the Joint Venture believes it offers the collaborative benefits of a mission-critical partner. The Joint Venture seeks enduring relationships with each customer through solutions embedded in their complex daily workflows that deliver measurable results. The Joint Venture's customer retention rate for its top 50 provider and top 50 payer customers for the fiscal year ended March 31, 2019 was 100%. The Joint Venture believes its size, scale, thought leadership and prevalence across the healthcare ecosystem help make it a preferred partner for innovative technology companies and industry associations focused on driving standardization and efficiencies in the healthcare industry.

Segments

The Joint Venture reports its financial results in the following three reportable segments: Software and Analytics, Network Solutions and Technology-Enabled Services.

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- Software and Analytics provides software and analytics solutions for financial performance, payment accuracy, clinical decision management, value-based payment, provider and consumer engagement and imaging and clinical workflow.
- Network Solutions enables financial, administrative and clinical transactions, electronic business-to-business and consumer-to-business payments and aggregation and analytics of clinical and financial data.
- Technology-Enabled Services provides solutions for financial and administrative management, value-based care, communication and payment, pharmacy benefits administration and healthcare consulting.

In April 2019, the Joint Venture made certain changes in the way that it manages its business and allocates costs. Specifically, the Joint Venture made the following changes:

- Moved its consumer payments solution from the Network Solutions reportable segment to the Technology-enabled Services reportable segment.
- Moved its consumer engagement solutions from the Software and Analytics reportable segment to the Network Solutions reportable segment.
- Made certain changes in the way that costs are assigned to reportable segments.

The presentation of revenue and Adjusted EBITDA included within this management's discussion and analysis of financial condition and results of operations has been retrospectively adjusted for all periods presented to reflect the above described changes.

Factors Affecting Change Healthcare's Results of Operations

The following are certain key factors that affect, will affect, or have recently affected, the Joint Venture's results of operations:

Post-Contribution Cost Synergies

In connection with the Transactions, the Joint Venture identified opportunities to implement certain cost synergies based on its analyses of existing operating structures, estimated spend by category, its resource requirements and industry benchmarks for similar activities. The Joint Venture expects such cost synergies to include, among others, (i) product integration, network efficiencies and combining common products; (ii) procurement savings from the elimination of duplicate orders, leveraging scale and optimization of providers; (iii) utilization of global talent; and (iv) reduction of management redundancies and duplicative roles.

By the end of the fourth year following the combination of Legacy CHC and Core MTS, the Joint Venture expects to have implemented operational initiatives to fully realize these synergies, which are expected to result in significant annual run-rate cost savings and efficiencies. The Joint Venture has incurred significant non-recurring expenses and expects to continue to incur such expenses in order to achieve these cost synergies.

Macroeconomic and Industry Trends

The healthcare industry is highly regulated and subject to frequently changing complex regulatory and other requirements. For example, ongoing healthcare reform has significantly affected the healthcare regulatory environment by changing how healthcare services are covered, delivered and reimbursed through coverage expansion, reduced federal healthcare program spending, increased efforts to link federal healthcare program payments to quality and efficiency and insurance market reforms. The number of states that will ultimately participate in some form of Medicaid expansion and the future of mandated coverage for individuals is not yet clear. If the Patient Protection and Affordable Care Act (collectively, the "ACA") is repealed or significantly modified, such repeal or modification, any alternative reforms adopted in its place or the failure to adopt alternative reforms may have a material impact on the Joint Venture's business. For example, since many of the Joint Venture's products and services include solutions designed to assist customers in effectively navigating the shift to value-based healthcare, the elimination of, or significant reductions to, the ACA's various value-based healthcare initiatives may adversely impact the Joint Venture's business. While the specific regulatory instruments and tactics used to implement reform may change in the future, the Joint Venture expects that the pervasive focus on improving coverage, efficiency and quality and related needs for payers and providers to optimize performance and reduce costs will continue.

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Revenue Convergence

In April 2019, the Joint Venture adopted Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers*, which replaces most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework.

The Joint Venture adopted ASC 606 using the modified retrospective transition method applied only to contracts that were not completed as of the date of initial application. The adoption of ASC 606 resulted in a cumulative effect adjustment to reduce members’ equity (deficit) as of April 1, 2019 by \$159.9 million. After assessing all potential impacts of adopting the new standard on its consolidated financial statements, related disclosures, and necessary control and process changes, the Joint Venture noted the following to be the most notable impacts of adopting the new standard:

- Revenue for certain contingent fee service arrangements will be accelerated as revenue for these arrangements is recognized as the services are performed.
- Revenue related to certain time-based software and content license agreements will be accelerated. The license component for certain time-based software will be recognized upon delivery to the customer (“point in time”), or in the case of software that requires significant production, modification or customization, recognized as the implementation work is performed. A non-license component (e.g., technical support) will be recognized over the respective contract terms (“over time”).
- Incremental costs to obtain contracts and qualifying costs to fulfill will be capitalized and amortized over the period of benefit. The net result of this change was an increase to capitalized contract costs on the balance sheet; these capitalized costs will be amortized and recognized as expense over an incrementally longer period of time.

Refer to Note 2, *Basis of Presentation*, in the unaudited condensed financial statements of the Joint Venture included as Exhibit 99.1 to this Quarterly Report for a full description of the impact of the adoption of ASC 606 on the Joint Venture’s financial statements.

Equity-based Compensation

Change Healthcare Inc. grants equity-based awards of Change Healthcare Inc. common stock to certain employees, officers and directors of Change Healthcare Inc. and the Joint Venture. For grants to employees, equity-based awards are generally measured at the date of grant and recognized as expense over each employee’s service period. Because the Joint Venture’s employees are not considered employees of Change Healthcare Inc., however, prior to the adoption of FASB ASU No. 2018-07 on April 1, 2019, the Joint Venture was generally required to measure these equity-based awards at fair value each quarter until the earlier of the completion of required service or the performance commitment date. As a result, the Joint Venture’s results of operations have historically reflected volatility from the periodic re-measurement of its equity-based awards.

In April 2019, the Joint Venture adopted FASB ASU No. 2018-07, the effect of which is to require that equity awards to non-employees be treated similarly to awards to employees. As a result, the Joint Venture expects to significantly lessen the volatility on equity-based compensation that has historically resulted from changes in the fair value of the underlying stock of Change Healthcare Inc., stock price volatility among its peer companies, changes in interest rates and the passage of time.

In connection with the initial public offering, the Board of Directors adopted, and the stockholders approved, the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the “Omnibus Incentive Plan”), which became effective as of the date of the IPO. The purpose of our Omnibus Incentive Plan is to provide a means through which to attract and retain key personnel and to provide a means whereby our directors, officers, employees, consultants and advisors (and those of the Joint Venture and its subsidiaries) can acquire and maintain an equity interest in us or be paid incentive compensation. The Omnibus Incentive Plan allows us to implement a new market-based long-term incentive program to align our executive compensation package with similarly situated public companies.

As part of the 2019 Omnibus Incentive Plan, the Board of Directors may, from time to time, grant awards to one or more eligible persons. All awards granted under the Plan shall vest and become exercisable in such manner and on such dates or upon such events as determined by the Board of Directors, including attainment of performance conditions. Each award granted under the Omnibus Incentive Plan shall be evidenced by an award agreement, which agreement need not be the same for each participant.

Refer to Note 11, *Equity Based Compensation*, in the unaudited condensed financial statements of the Joint Venture included as Exhibit 99.1 to this Quarterly Report for a full description of the new awards included in the long-term incentive program.

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Acquisitions and Divestitures

The Joint Venture actively evaluates opportunities to improve and expand its business through targeted acquisitions that are consistent with its strategy. On occasion, the Joint Venture also may dispose of certain components of its business that no longer fit within its overall strategy. Because of the Joint Venture's acquisition and divestiture activity, as well as the shifting revenue mix of its business due to this activity, the Joint Venture's results of operations may not be directly comparable among periods.

In July 2018, certain of the Joint Venture's affiliates sold all of the membership interests in the Joint Venture's extended care business (a component of the software and analytics reportable segment) for net cash proceeds of \$159.9 million.

Income Taxes

The Joint Venture's effective income tax rate is affected by several factors. The following table and subsequent commentary reconciles the Joint Venture's federal statutory rate to its effective income tax rate and the subsequent commentary describes the more significant of the reconciling factors:

	Six Months Ended September 30, 2019	Six Months Ended September 30, 2018
Statutory U.S. federal tax rate	21.00%	21.00%
State income taxes (net of federal benefit)	0.13	(0.04)
Income passed through to Members	(16.39)	(21.15)
Change in valuation allowance	(4.58)	0.05
Research and development credits (net of uncertain tax positions)	(2.29)	(2.83)
Return to provision adjustments	1.29	0.14
Other	4.29	1.03
Effective income tax rate	<u>3.45%</u>	<u>(1.80)%</u>

State Income Taxes—The Joint Venture's effective tax rate for state income taxes is generally impacted by changes in its apportionment.

Income Passed through to Members—Certain of the Joint Venture's subsidiaries are organized as limited liability corporations and report income that is distributed to the Members where it is subject to income taxes.

Change in tax liability on outside basis difference of foreign subsidiary—The Joint Venture records tax expense or benefit related to undistributed earnings in a foreign subsidiary for the change in the amount of excess of book basis over tax basis in the subsidiary.

Change in Valuation Allowance—The Joint Venture records valuation allowances or reverses existing valuation allowances related to assumed future income tax benefits depending on circumstances and factors related to its business. During the six months ended September 30, 2019, the Joint Venture released a valuation allowance related to prior deferred tax assets as a result of its change in judgment resulting from forecasted earnings and tax planning strategies that provide for future taxable income in the relevant jurisdictions.

Research and development credits (net of uncertain tax position liability)—The Joint Venture records credits against income taxes for certain research and development expenditures in the U.S. and Canada net of the portion that is estimated to be included in Change Healthcare Inc.'s unrecognized tax benefits.

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Qualified McKesson Exit

In connection with a Qualified McKesson Exit, we anticipate that Change Healthcare Inc. will acquire the interest in the Joint Venture that it did not own prior to such transaction. As a result, in periods following the Qualified McKesson Exit, Change Healthcare LLC is expected to be a wholly-owned subsidiary of Change Healthcare Inc., and Change Healthcare Inc. will consolidate the financial position and results of Change Healthcare LLC in its financial statements.

Change Healthcare Inc. expects to account for the Qualified McKesson Exit and related transactions as a business combination achieved in stages in accordance with the FASB Accounting Standards Codification Business Combinations Topic, resulting in a new basis of accounting. As a result, Change Healthcare Inc. will be required to remeasure its investment in the Joint Venture to fair value as of the date that control is obtained and will recognize a gain or loss in its statement of operations for the difference in the carrying value and fair value of this investment. Further, Change Healthcare Inc. expects to recognize the consideration transferred, as well as the acquired business's identifiable assets, liabilities and noncontrolling interests at their acquisition date fair value. The excess of the consideration transferred over the fair value of the identifiable assets, liabilities and noncontrolling interest, if any, is anticipated to be recorded as goodwill. Any excess of the fair value of the identifiable assets acquired and liabilities assumed over the consideration transferred, if any, would generally be recognized within earnings as of the acquisition date.

As a result of the accounting for these transactions and the anticipated change in basis of accounting, the consolidated results of Change Healthcare Inc. in periods following the Qualified McKesson Exit will not be comparable to the consolidated results of the Joint Venture in periods prior to the Qualified McKesson Exit. The following are certain of the more significant changes resulting from the Qualified McKesson Exit that are expected to affect the comparability of financial results and operations:

- Gain or loss upon remeasuring Change Healthcare Inc.'s investment in the Joint Venture at its fair value.
- Increased tangible and intangible assets resulting from adjusting the basis of tangible and intangible assets to their fair value which is expected to result in increased depreciation and amortization expense.
- Potential increase or decrease in long-term debt as a result of adjustments to state the long-term debt at its fair value. Resulting differences in the historical carrying value and fair value of the long-term debt are expected to result in either additional discount or premium which, in turn, may materially increase or decrease future interest expense.
- Decreased deferred revenue as a result of recognizing deferred revenue in the business combination only to the extent that contractual obligations remain to be fulfilled at that time. Decreases in deferred revenue are expected to result in decreased solutions revenue in the near term.
- Income currently attributable to the Joint Venture and not subject to U.S. federal income taxes and most state and local income taxes will become subject to such taxes, resulting in an expected increase in Change Healthcare Inc.'s effective tax rate compared with the historical effective tax rate of the Joint Venture.

Results of Operations

The Joint Venture adopted the new revenue recognition accounting standard, ASC 606, effective April 1, 2019 on a modified retrospective basis. Its results of operations as presented within the following discussion and analysis includes financial results for reporting periods during fiscal 2020, which are disclosed in compliance with the new revenue recognition standard. Historical financial results for reporting periods prior to fiscal 2020 have not been retroactively restated and are presented in conformity with amounts previously disclosed under the prior revenue recognition standard, ASC 605. The Joint Venture has included additional information regarding the impacts from the adoption of the new revenue recognition standard for the three and six months ended September 30, 2019 and included financial results during fiscal 2020 under ASC 605 for comparison to the prior year.

The following table summarizes our consolidated results of operations for the three months ended September 30, 2019 and 2018, respectively:

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(in millions)	Three Months Ended September 30,						Six Months Ended September 30,					
	2019		2018		\$	%	2019		2018		\$	%
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	Change	Change	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	Change	Change
Revenue												
Solutions revenue	\$ 738.7	\$ 9.9	\$ 748.6	\$ 737.8	\$ 10.8	1.5%	\$1,535.8	\$ (31.6)	\$ 1,504.2	\$ 1,495.5	\$ 8.7	0.6%
Postage revenue	57.1	—	57.1	62.4	(5.3)	(8.5)	115.6	—	115.6	128.0	(12.4)	(9.7)
Total revenue	795.8	9.9	805.7	800.2	5.5	0.7	1,651.4	(31.6)	1,619.8	1,623.5	(3.7)	(0.2)
Operating expenses												
Costs of operations (exclusive of depreciation and amortization below)	331.2	1.0	332.2	327.6	4.6	1.4	658.2	1.8	660.0	665.0	(5.0)	(0.8)
Research and development	51.8	—	51.8	51.2	0.6	1.2	101.1	—	101.1	106.6	(5.5)	(5.2)
Sales, marketing, general and administrative	190.0	4.6	194.6	207.1	(12.5)	(6.0)	383.3	9.8	393.1	414.0	(20.9)	(5.0)
Customer postage	57.1	—	57.1	62.4	(5.3)	(8.5)	115.6	—	115.6	128.0	(12.4)	(9.7)
Depreciation and amortization	77.4	—	77.4	69.3	8.1	11.7	148.8	—	148.8	137.8	11.0	8.0
Accretion and changes in estimate with related parties, net	3.2	—	3.2	5.9	(2.7)	(45.8)	7.1	—	7.1	9.8	(2.7)	(27.6)
Gain on sale of the Extended Care Business	—	—	—	(111.4)	111.4	(100.0)	—	—	—	(111.4)	111.4	(100.0)
Total operating expenses	710.7	5.6	716.3	612.1	104.2	17.0	1,414.1	11.6	1,425.7	1,349.8	75.9	5.6
Operating income	85.1	4.3	89.4	188.1	(98.7)	(52.5)	237.3	(43.2)	194.1	273.7	(79.6)	(29.1)
Non-operating (income) and expense												
Interest expense	69.9	—	69.9	80.7	(10.8)	(13.4)	153.3	—	153.3	159.2	(5.9)	(3.7)
Loss on extinguishment of debt	16.9	—	16.9	—	16.9	—	16.9	—	16.9	—	16.9	—
Contingent consideration	1.7	—	1.7	(0.1)	1.8	(1,800.0)	0.9	—	0.9	0.2	0.7	350.0
Other, net	(4.4)	—	(4.4)	(3.8)	(0.6)	15.8	(8.2)	—	(8.2)	(9.4)	1.2	(12.8)
Non-operating (income) and expense	84.1	—	84.1	76.8	7.3	9.5	162.9	—	162.9	150.0	12.9	8.6
Income (loss) before income tax provision (benefit)	1.0	4.3	5.3	111.3	(106.0)	(95.2)	74.4	(43.2)	31.2	123.7	(92.5)	(74.8)
Income tax provision (benefit)	1.0	—	1.0	(2.1)	3.1	(147.6)	2.6	(2.3)	0.3	(2.2)	2.5	(113.6)
Net income (loss)	\$ 0.0	\$ 4.3	\$ 4.3	\$ 113.4	\$(109.1)	(96.2)%	\$ 71.8	\$ (40.9)	\$ 30.9	\$ 125.9	\$(95.0)	(75.5)%

As a result of displaying amounts in millions, rounding differences may exist in the table above.

Three Months Ended September 30, 2019 (ASC 605 Basis) Compared to Three Months Ended September 30, 2018

Solutions Revenue

Solutions revenue increased \$10.8 million for the three months ended September 30, 2019, compared with the same period in the prior year. Factors affecting the Joint Venture's solutions revenue are described in the various segment discussions below.

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Expenses

Costs of Operations (Exclusive of Depreciation and Amortization)

Costs of operations (exclusive of depreciation and amortization) increased \$4.6 million for the three months ended September 30, 2019, compared with the same period in the prior year. The increase in the Joint Venture's costs of operations is primarily attributable to an increase in information technology maintenance and data and communications costs.

Research and Development

Research and development expenses increased \$0.6 million for the three months ended September 30, 2019, compared with the same period in the prior year. The increase is primarily attributable to increases in investments, offset by synergies associated with reduction or elimination of duplicative roles.

Sales, Marketing, General and Administrative

Sales, marketing, general and administrative expenses decreased \$12.5 million for the three months ended September 30, 2019, compared with the same period in the prior year. Sales, marketing, general and administrative expense for each of the three months ended September 30, 2019 and 2018 reflects significant integration related costs, including professional and consulting fees related to rationalizations of information technology, business process re-engineering, implementation of human resource and finance information technology systems, severance and other costs. The amount of such costs, however, decreased by \$8.5 million in the three months ended September 30, 2019 as compared to the same period in the prior year.

Customer Postage

Customer postage decreased \$5.3 million for the three months ended September 30, 2019, compared with the same period in the prior year. Customer postage is affected by the declines in print volumes within communication and payment solutions, which were partially offset by the effect of a USPS postage rate increase in January 2019 (e.g. an increase in first-class postage of 10%). Because customer postage is a pass-through cost to the Joint Venture's customers, however, changes in volume of customer postage generally have no effect on operating income.

Depreciation and Amortization

Depreciation and amortization increased \$8.1 million for the three months ended September 30, 2019, compared with the same period in the prior year. Depreciation and amortization were generally affected by routine amortization of tangible and intangible assets existing at March 31, 2019 as well as the routine amortization and depreciation of additions to property, equipment, and software since that date.

Accretion and changes in estimate with related parties, net

Accretion and changes in estimate with related parties, net decreased \$2.7 million for the three months ended September 30, 2019, compared with the same period in the prior year. Accretion is routinely affected by changes in the expected timing or amount of cash flows which may result from various factors, including changes in tax rates and McKesson's discretionary allocation of deductions under the terms of the Letter Agreement.

Interest expense

Interest expense decreased \$10.8 million for the three months ended September 30, 2019, compared with the same period in the prior year. This decrease is primarily attributable to the repayment of approximately \$805.0 million of variable interest rate debt in July 2019 from the proceeds of the initial public offering and an additional repayment of \$85.0 million during the three months ended September 30, 2019. The Joint Venture has interest rate cap agreements in place to limit its exposure to rising interest rates, and such agreements together with the Joint Venture's fixed rate notes effectively fixed interest rates for approximately 59% of the Joint Venture's total indebtedness at September 30, 2019.

Loss on Extinguishment of Debt

Loss on extinguishment of debt for the three months ended September 30, 2019 of \$16.9 million includes a loss of \$15.8 million related to the unamortized discounts and debt issuance costs associated with the total repayment of \$890.0 million on the Term Loan Facility, as well as a loss of \$1.1 million due to the deemed extinguishment associated with the amendment of the Revolving Credit Facility.

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Contingent consideration

Contingent consideration reflects changes in the fair value of the Joint Venture's earnout obligation to the former owners of an acquired business. Such amounts may increase or decrease in the future based on changes in the expected amount, timing, and probability of making such payments in the future.

Other, net

Other, net primarily represents income the Joint Venture receives from McKesson and eRx Network related to transitional and other services that we provide them following the closing of the Transactions in March 2017.

Income Tax Provision (Benefit)

The income tax provision was \$1.0 million (effective tax rate of 115.0%) for the three months ended September 30, 2019 as compared to an income tax benefit of \$2.1 million (effective tax rate of -1.9%) for the three months ended September 30, 2018. The Joint Venture's income taxes and related effective tax rate are routinely affected by it and its subsidiaries' legal organization. Certain of the Joint Venture's subsidiaries are organized as limited liability corporations and report income that is distributed to the Members where it is subject to income taxes. Other subsidiaries are organized as corporations, for which the tax effects are directly reflected in the Joint Venture's financial statements.

Solutions Revenue and Adjusted EBITDA

	Three Months Ended September 30,					
	2019			2018		
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	\$ Change	% Change
(in millions)						
Solutions revenue (1)						
Software and Analytics	\$ 376.1	\$ 13.2	\$ 389.3	\$ 383.5	\$ 5.8	1.5%
Network Solutions	\$ 144.3	\$ —	\$ 144.3	\$ 136.3	\$ 8.0	5.9%
Technology-enabled Services	\$ 244.1	\$ (3.2)	\$ 240.9	\$ 243.3	\$ (2.4)	(1.0)%
Adjusted EBITDA						
Software and Analytics	\$ 140.1	\$ 8.8	\$ 148.9	\$ 139.4	\$ 9.5	6.8%
Network Solutions	\$ 86.5	\$ (0.4)	\$ 86.1	\$ 83.6	\$ 2.5	3.0%
Technology-enabled Services	\$ 44.8	\$ (3.8)	\$ 41.0	\$ 39.2	\$ 1.8	4.6%

(1) Includes inter-segment revenue

As a result of displaying amounts in millions, rounding differences may exist in the tables above.

Software and Analytics

Software and Analytics revenue increased \$5.8 million for the three months ended September 30, 2019 compared with the same period in the prior year. Software and Analytics revenue reflects core revenue growth and timing, partially offset by ongoing efforts to rationalize the connected analytics solution and the effect of prior year one-time nonrecurring revenue of \$6.0 million in the enterprise imaging business.

Software and Analytics Adjusted EBITDA increased \$9.5 million for the three months ended September 30, 2019, compared to the same period in the prior year. This increase in Adjusted EBITDA was attributable to core revenue growth and timing, operational synergies, and cost initiatives related to the connected analytics solution, partially offset by the decline in the enterprise imaging business.

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Network Solutions

Network Solutions revenue increased \$8.0 million for the three months ended September 30, 2019 compared with the same period in the prior year, which primarily reflects increased revenues resulting from the sale of new contracts in the data solutions, dental and medical network businesses and stronger volume.

Network Solutions Adjusted EBITDA increased by \$2.5 million for the three months ended September 30, 2019 compared to the same period in the prior year. As described above, Network Solutions revenue was positively affected by increased revenues resulting from the sale of new contracts in the data solutions, dental and medical network businesses and stronger volumes. Adjusted EBITDA similarly increased as a result of these factors partially offset by investments to support the data solutions new market expansion efforts and continued investment in network capabilities.

Technology-enabled Services

Technology-enabled Services revenue decreased \$2.4 million for the three months ended September 30, 2019, compared with the same period in the prior year. Technology-enabled Services revenue for the three months ended September 30, 2019 was primarily impacted by new sales and same store organic growth of \$24 million, which was more than offset by \$30 million of customer attrition (including the company's decision to exit certain contracts). Customer attrition for the three months ended September 30, 2019 reflects the full current period impact of attrition that occurred throughout fiscal year 2019 in the Joint Venture's physician revenue cycle management and communication and payment services solutions, driven by industry consolidation. While the Joint Venture expects that such consolidation will continue in the future, as part of its strategy, the Joint Venture is repositioning certain of its solutions to better address end market dynamics, enhance efficiency and to improve the long-term growth potential of these solutions.

Technology-enabled Services Adjusted EBITDA increased \$1.8 million for the three months ended September 30, 2019, compared to the same period in the prior year. Technology-enabled Services Adjusted EBITDA for the three months ended September 30, 2019 reflects the decrease in Technology-enabled Services revenue which was more than offset by cost savings from the Joint Venture's post-contribution cost synergy initiatives.

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Six Months Ended September 30, 2019 (ASC 605 Basis) Compared to Six Months Ended September 30, 2018

Solutions Revenue

Solutions revenue increased \$8.7 million for the six months ended September 30, 2019, compared with the same period in the prior year. Solutions revenue for the six months ended September 30, 2019 was generally affected the continuation of trends described in the discussion of results of operations for the three months ended September 30, 2019. In addition, the comparison to the prior year period was discretely affected by the sale of the Joint Venture's extended care business in July 2018.

Expenses

Expenses were affected by similar items outlined in the discussion of results for the three months ended September 30, 2019.

Solutions Revenue and Adjusted EBITDA

(in millions)	Six Months Ended September 30,					
	2019			2018		
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	\$ Change	% Change
Solutions revenue (1)						
Software and Analytics	\$ 813.5	(28.5)	785.0	\$ 779.9	\$ 5.1	0.7%
Network Solutions	\$ 285.9	—	285.9	\$ 272.9	\$ 13.0	4.8%
Technology-enabled Services	\$ 488.1	(3.1)	485.0	\$ 493.3	\$ (8.3)	(1.7)%
Adjusted EBITDA						
Software and Analytics	\$ 342.4	(37.1)	305.3	\$ 282.1	\$ 23.2	8.2%
Network Solutions	\$ 171.5	(0.9)	170.6	\$ 165.8	\$ 4.8	2.9%
Technology-enabled Services	\$ 90.0	(4.5)	85.5	\$ 89.2	\$ (3.7)	(4.1)%

(1) Includes inter-segment revenue

Revenue and Adjusted EBITDA for the six months ended September 30, 2019 for all three segments were affected by similar trends outlined in the discussion of results for the three months ended September 30, 2019. The increases in revenue and Adjusted EBITDA for Software and Analytics were partially offset by the divestiture of the extended care business, which contributed revenue of \$9.2 million and Adjusted EBITDA of \$1.5 million in the six months ended September 30, 2018.

Significant Changes in Assets and Liabilities

Within the Joint Venture's network solutions business, the Joint Venture regularly receives funds from certain pharmaceutical industry participants in advance of its obligation to remit these funds to participating retail pharmacies. Such funds are not restricted; however, these funds are generally paid out in satisfaction of the processing obligations within three business days of their receipt. At the time of receipt, the Joint Venture records a corresponding liability within accrued expenses on its consolidated balance sheets. At September 30, 2019, the Joint Venture reported \$20.3 million of such pass-through payment obligations which were subsequently paid in the first week of October 2019. At March 31, 2019, the Joint Venture reported \$7.4 million of such pass-through payment obligations.

Liquidity and Capital Resources

Overview

The Joint Venture's principal sources of liquidity are cash flows provided by operating activities, cash and cash equivalents on hand, and potential funds available under its Revolving Credit Facility. The Joint Venture's principal uses of liquidity are working capital, capital expenditures, debt service, business acquisitions and other general corporate purposes. The Joint Venture anticipates its cash on hand, cash generated from operations, and funds available under the Revolving Credit Facility will be sufficient to fund its planned capital expenditures, debt service obligations, business acquisitions and operating needs. The Joint Venture may, however, elect to raise funds through debt or equity financing in the future to fund significant investments or acquisitions that are consistent with its growth strategy.

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Cash, cash equivalents and restricted cash totaled \$73.0 million and \$48.9 million at September 30, 2019 and March 31, 2019, respectively, of which \$23.7 million and \$28.1 million was held outside the United States. As of September 30, 2019, no amounts had been drawn under the senior secured revolving line of credit and the Joint Venture could have borrowed up to the additional \$779.9 million available. The Joint Venture also has the ability to borrow up to an additional \$1,080.0 million, or such amount that the senior secured net leverage ratio does not exceed 4.9 to 1.0, whichever is greater, under the Senior Secured Credit Facilities, subject to certain additional conditions and commitments by existing or new lenders to fund any additional borrowings.

The balance retained in cash and cash equivalents is consistent with the Joint Venture's short-term cash needs and investment objectives. The Joint Venture may be required to make additional principal payments on the Term Loan Facility based on excess cash flows of the prior year, as defined in the credit agreement governing the Term Loan Facility.

(in millions)	Six Months Ended September 30,			
	2019	2018	\$	%
Cash provided by (used in) operating activities	\$ 223.9	\$ 227.9	\$ (4.0)	(1.8)%
Cash provided by (used in) investing activities	(148.8)	35.6	(184.4)	(518.0)
Cash provided by (used in) financing activities	(51.3)	(104.8)	53.5	(51.0)
Effects of exchange rate changes on cash, cash equivalents and restricted cash	0.3	(0.7)	1.0	(142.9)
Net change in cash, cash equivalents and restricted cash	\$ 24.1	\$ 158.0	(133.9)	(84.7)%

Operating Activities

Cash provided by operating activities is primarily affected by operating income, including the impact of debt service payments, integration related costs and the timing of collections and related disbursements. Cash provided by operating activities includes \$12.9 million and \$156.1 million as a source of cash related to pass-through funds for the six months ended September 30, 2019 and 2018, respectively.

Investing Activities

Cash used in investing activities primarily reflects routine capital expenditures related to purchase of property and equipment and the development of software, as well as expenditures related to significant software development efforts necessary to integrate the contributed businesses in both periods. Cash provided by investing activities in the six months ended September 30, 2018 was primarily impacted by the proceeds from the sale of the extended care business.

Financing Activities

Cash used in financing activities reflects cash payments under the Term Loan Facility, receipts under the Joint Venture's interest rate cap agreements, and payments for deferred financing obligations. Cash used in financing activities was primarily impacted by the proceeds from the initial public offering and resulting increased payments under the Term Loan Facility in the six months ended September 30, 2019.

Capital Expenditures

The Joint Venture incurs capital expenditures to grow its business by developing new and enhanced capabilities, to increase the effectiveness and efficiency of the organization and to reduce risks. The Joint Venture incurs capital expenditures for product development, disaster recovery, security enhancements, regulatory compliance and the replacement and upgrade of existing equipment at the end of its useful life.

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Debt

Senior Credit Facilities and Senior Notes

In March 2017, the Joint Venture entered into the \$5,100 million term loan facility (the “Term Loan Facility”), and a \$500 million revolving credit facility (as amended in July 2019 to increase the maximum amount that can be borrowed to \$785 million, the “Revolving Credit Facility” and, together with the Term Loan Facility, the “Senior Secured Credit Facilities”). Additionally, the Joint Venture issued \$1,000 million of 5.75% senior notes due 2025 (the “Senior Notes”). No amounts have been drawn against the Revolving Credit Facility as of September 30, 2019.

The Joint Venture used the initial public offering proceeds received from Change Healthcare Inc. to repay \$805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional \$85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of \$890,000.

In July 2019, the Joint Venture amended the Revolving Credit Facility, the primary effects of which were to increase the maximum amount that can be borrowed from \$500 million to \$785 million and to extend the maturity date until July 3, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds \$1,100 million on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023.

Tangible Equity Units

In July 2019, the Joint Venture issued a debt arrangement to Change Healthcare Inc. on terms that substantially mirror the economics of the amortizing note component of the Change Healthcare Inc. TEUs. The Joint Venture agreed to pay Change Healthcare Inc. an aggregate principal amount of \$47,367 in quarterly installments of principal and interest (5.5% per year) on March 30, June 30, September 30, and December 30 of each year through June 30, 2022.

Hedges

From time to time, the Joint Venture executes interest rate cap agreements with various counterparties that effectively cap its LIBOR exposure on a portion of its existing Term Loan Facility or similar replacement debt. The following table summarizes the terms of the Joint Venture’s interest rate cap agreements at September 30, 2019.

Effective Date	Expiration Date	Notional Amount	Receive LIBOR Exceeding (1)	Pay Fixed Rate
March 31, 2017	March 31, 2020	\$ 650,000	1.25%	0.56%
March 31, 2017	March 31, 2020	\$ 750,000	1.00%	0.82%
August 31, 2018	March 31, 2020	\$ 500,000	1.00%	1.82%
March 31, 2020	December 31, 2021	\$ 1,500,000	1.00%	1.82%

(1) All based on 1-month LIBOR, except the \$650,000 tranche which receives based on 3-month LIBOR.

The interest rate caps are recorded on the balance sheet at fair value. Changes in the fair value of the interest rate cap agreements are recorded in other comprehensive income.

In accordance with ASC 815, the fair value of the interest rate caps at inception is reclassified from other comprehensive income to interest expense in the same period the interest expense on the underlying hedged debt impacts earnings. Any payments the Joint Venture receives to the extent LIBOR exceeds the specified cap rate is also reclassified from other comprehensive income to interest expense in the period received.

In July 2017, the Financial Conduct Authority (the authority that regulates LIBOR) announced it intends to stop compelling banks to submit rates for the calculation of LIBOR after 2021. The Alternative Reference Rates Committee (“ARRC”) has proposed that the Secured Overnight Financing Rate (“SOFR”) is the rate that represents best practice as the alternative to USD-LIBOR for use in derivatives and other financial contracts that are currently indexed to USD-LIBOR. ARRC has proposed a paced market transition plan to SOFR from USD-LIBOR and organizations are currently working on industry wide and company specific transition plans as it relates to derivatives and cash markets exposed to USD-LIBOR. The Joint Venture has material contracts that are indexed to USD-LIBOR and is monitoring this activity and evaluating the related risks.

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Effect of Certain Debt Covenants

A breach of any of the covenants under the agreements governing the Joint Venture's debt could limit its ability to borrow funds under the Term Loan Facility and could result in a default under the Term Loan Facility. Upon the occurrence of an event of default under the Term Loan Facility, the lenders could elect to declare all amounts then outstanding to be immediately due and payable, and the lenders could terminate all commitments to extend further credit. If the Joint Venture were unable to repay the amounts declared due, the lenders could proceed against any collateral granted to them to secure that indebtedness.

With certain exceptions, the Term Loan Facility obligations are secured by a first-priority security interest in substantially all of the assets of the Joint Venture, including its investment in subsidiaries. The Term Loan Facility contains various restrictions and nonfinancial covenants, along with a senior secured net leverage ratio test. The nonfinancial covenants include restrictions on dividends, investments, dispositions, future borrowings and other specified payments, as well as additional reporting and disclosure requirements. The senior secured net leverage test must be met as a condition to incur additional indebtedness, but otherwise is applicable only to the extent that amounts drawn exceed 35% of the Revolving Credit Facility at the end of any fiscal quarter. As of September 30, 2019, the Joint Venture was in compliance with all debt covenants.

The Joint Venture's ability to meet its liquidity needs depends on its subsidiaries' earnings and cash flows, the terms of the Joint Venture and its subsidiaries' indebtedness, and other contractual restrictions. Except for certain permitted distributions, the Joint Venture generally is not permitted to make any distribution to its members.

Off-Balance Sheet Arrangements

As of September 30, 2019, the Joint Venture had no off-balance sheet arrangements.

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Recent Accounting Pronouncements

See Exhibit 99.1, “Notes to Consolidated Financial Statements,” Note 2, “Summary of Significant Accounting Policies,” for information about recent accounting pronouncements and the potential impact on the Joint Venture’s consolidated financial statements.

Critical Accounting Estimates

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect reported amounts and related disclosures. The Joint Venture considers an accounting estimate to be critical if:

- it requires assumptions to be made that were uncertain at the time the estimate was made; and
- changes in the estimate or different estimates that could have been made could have a material impact on our consolidated results of operations and financial condition.

The Joint Venture believes the current assumptions and other considerations used to estimate amounts reflected in its consolidated financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in our consolidated financial statements, the resulting changes could have a material adverse effect on the Joint Venture’s consolidated results of operations and financial condition.

Revenue Recognition

In April 2019, the Joint Venture adopted Accounting Standards Codification ASC 606, Revenue from Contracts with Customers, which replaced most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework. Under this revised framework, a company recognizes revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services.

The Joint Venture generates most of its solutions revenue by using technology solutions (generally Software as a Service (“SaaS”)) to provide services to its customers that automate and simplify business and administrative functions for payers, providers, pharmacies, and channel partners and through the licensing of software, software systems (consisting of software, hardware and maintenance support) and content.

The Joint Venture recognizes revenue when the customer obtains control of the good or service through the Joint Venture satisfying a performance obligation by transferring the promised good or service to the customer.

Principal Revenue Generating Products and Services

Content license subscriptions and time-based software—The Joint Venture’s content license subscriptions and time-based software arrangements provide a license to use a software for a specified period of time. At the end of the contractual period, the customer either renews the license for an additional term or ceases to use the software. Software licenses are typically delivered to the customer with functionality that the customer can benefit from the software on its own or together with readily available resources. As contracts for these solutions generally do not price individual components separately, the Joint Venture allocates the transaction price to the license and ongoing support performance obligations based on standalone selling price (“SSP”), primarily determined by historical value relationships between licenses and ongoing support and updates. Revenue allocated to content license subscriptions and time-based software license agreements is generally recognized at the point-in-time of delivery of the license or the content update upon transfer of control of the underlying license to the customer. Generally, software implementation fees are recognized over the implementation period through an input measure of progress method. Revenue allocated to maintenance and support is recognized ratably over the period covered by the agreements, as passage of time represents a faithful depiction of the transfer of these services. In some cases, software arrangements provide licenses to several software applications that are highly integrated with the implementation services and software updates and cannot function separately. The bundle is a single performance obligation since the individually promised goods and services are not distinct in the context of the contract because the related implementation services significantly modify and customize the software and the updates provided to the integrated software solution are critical to the software’s utility. The related revenue is recognized on a straight-line basis, ratably over the contractual term due to the frequency and criticality of the updates throughout the license period.

Contingent fee services—The Joint Venture provides services to customers in which the transaction price is contingent on future occurrences, such as savings generated or amounts collected on behalf of its customers through the delivery of its services. In some cases, the Joint Venture performs services in advance of invoicing the customer, thereby creating a contract asset. Revenue in these arrangements is estimated and constrained until the Joint Venture determines that it is probable that a significant revenue reversal will not occur, and variable consideration is allocated to the performance obligation for which the Joint Venture earns a contingent fee.

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Perpetual software licenses—The Joint Venture’s perpetual software arrangements provide a license for a customer to use software in perpetuity. Software licenses are typically delivered to the customer with functionality from which the customer can benefit from the license on its own or together with readily available resources. Perpetual software arrangements are recognized at the time of delivery or through an input measure of progress method over the installation period if the arrangements require significant production or modification or customization of the software. Contracts accounted for through an input measure of progress method are generally measured based on the ratio of labor hours incurred to date to total estimated labor hours to be incurred. Software implementation fees are recognized as the work is performed or under the input method for perpetual software. Hardware revenues are generally recognized upon delivery. Maintenance is recognized ratably over the term of the agreement as passage of time represents a faithful depiction of the transfer of these services.

Professional services—The Joint Venture provides training and consulting services to its customers, and the services may be fixed fee or time and materials based. Consulting services that fall outside of the standard implementation services vary depending on the scope and complexity of the service requested by the customer. Consulting services are deemed to be capable of being distinct from other products and services, and the services are satisfied either at a point of time or over time based on delivery. Training services are usually provided as an optional service to enhance the customer’s experience with a software product or provides additional education surrounding the general topic of the solution. Training services are capable of being distinct from other products and services. The Joint Venture treats training services as a distinct performance obligation, and they are satisfied at a point of time.

Transaction processing services—The Joint Venture provides transaction processing (such as claims processing) services to hospitals, pharmacies and health systems via a cloud-based (SaaS) platform. The promised service is to stand ready to process transactions for our customers over the contractual period on an as needed basis. The revenue related to these services is recognized over time as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed. Any fixed annual fees and implementation fees are recognized ratably over the contract period.

Hosted solutions and software as a service (“SaaS”)—The Joint Venture enters into arrangements whereby the Joint Venture provides the customer access to a Joint Venture-owned software solution, which are generally marketed under annual and multi-year arrangements. The customer is only provided “access” (not a license) to the software application. In these arrangements, the customer does not purchase equipment nor does the customer take physical possession of the software. The related revenue is recognized ratably over the contracted term. For fixed fee arrangements, revenue recognition begins after set-up and implementation are complete. For per-transaction fee arrangements, revenue is recognized as transactions are processed beginning on the service start date.

Contract Balances

The Joint Venture’s payment terms vary by customer and product type. For certain products or services, the Joint Venture requires upfront payments before control of the product or service has transferred to the customer. For other products and services, the Joint Venture invoices the customer in arrears after providing the products or services. In addition, for certain contingent fee services, customers are billed in arrears, typically based upon a percentage of collections the Joint Venture makes on the customer’s behalf.

Under the new revenue standard, the Joint Venture generally recognizes a contract asset when revenue is recognized in advance of invoicing on a customer contract, unless the right to payment for that revenue is unconditional (i.e. requiring no further performance and only the passage of time). If a right to payment is determined to meet the criteria to be considered ‘unconditional’, then the Joint Venture will recognize a receivable.

There were no impairment losses recognized on accounts receivable or contract assets in the three and six months ended September 30, 2019.

The Joint Venture records deferred revenues when billings or payments are received from customers in advance of its performance. Deferred revenue is generally recognized when transfer of control to customers occurs. The deferred revenue balance is driven by multiple factors, including the frequency of renewals, invoice timing, and invoice duration. As of September 30, 2019, the Joint Venture expects 94% of the deferred revenue balance to be recognized in one year or less, and approximately \$328 million of the beginning period balance was recognized during the three months ended September 30, 2019.

Costs to Obtain or Fulfill a Contract

Sales commissions and certain other incentive payments (e.g., bonuses that are contingent solely on obtaining a contract or a pool of contracts) earned by the Joint Venture’s sales organization are capitalized as incremental costs to obtain a contract. The Joint Venture typically does not offer commissions on contract renewals. Decremental commissions upon renewal (i.e., non-commensurate with initial commissions) are offered to the Joint Venture’s sales associates for certain customers and are not material. Under ASC 606, all commissions and other qualifying incentive payments capitalized are amortized over an expected period of benefit defined as the initial contract term plus anticipated renewals. In contrast, under ASC 605 these capitalized costs were amortized over the specific

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revenue contract terms, which are typically 12 to 60 months. In making the significant judgment in determining the appropriate period of benefit, the Joint Venture evaluated both qualitative and quantitative factors such as the expected customer relationship period and technology obsolescence. In addition, prior to solution go-live, the Joint Venture incurs certain contract fulfillment costs primarily related to SaaS setup for our clients. These costs are capitalized to the extent they are directly related to a contract, are recoverable, and create a resource used to deliver the Joint Venture's SaaS services. Capitalized costs to fulfill a contract are amortized over the expected period of benefit.

At September 30, 2019, the Joint Venture had capitalized costs to obtain a contract of \$12.4 million in prepaid and other current assets and \$67.4 million in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$5.1 million and \$9.2 million, respectively, of amortization expense related to such capitalized costs, which is included in the total operating expenses. At September 30, 2019, the Joint Venture had capitalized costs to fulfill a contract of \$1.4 million in prepaid and other current assets and \$8.6 million in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$0.3 million and \$0.6 million, respectively, of amortization expense related to such capitalized costs, which is included in cost of operations.

Postage Revenues

Postage revenues are the result of providing delivery services to customers in the Joint Venture's payment and communication solutions. Postage revenues are generally billed as a pass-through cost to the Joint Venture's customers. The service is part of a combined performance obligation with the printing and handling services provided to the customer because the postage services are not distinct within the context of the contract. The Joint Venture presents Postage Revenue separately from Solutions Revenue on the consolidated statements of operation as it makes the financial statements more informative for the users. The revenue related to the combined performance obligation of the postage, printing, and handling service is recognized as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed.

Arrangements with Multiple Performance Obligations

The Joint Venture engages in customer arrangements which may include multiple performance obligations, such as any combination of software, hardware, implementation, SaaS-based offerings, consulting services, or maintenance services. For such arrangements, the Joint Venture allocates revenues to each performance obligation on a relative standalone selling price basis. A performance obligation's standalone selling price is determined based on the directly observable prices charged to customers when available or estimated using other methods such as the adjusted market assessment approach, the expected cost plus a margin approach, or other approaches in cases where distinct performance obligations are not sold separately but instead sold at a bundled price. For performance obligations with historical pricing that is highly variable, the residual approach is used. Such instances primarily relate to the Joint Venture's perpetual software arrangements in which the Joint Venture sells the same products to different customers for a broad range of amounts.

Remaining Performance Obligations

The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) for executed contracts includes deferred revenue and other revenue yet to be recognized from non-cancellable contracts. As of September 30, 2019, the Joint Venture's total remaining performance obligations approximated \$1.4 billion, of which approximately 52% is expected to be recognized over the next twelve months, and the remaining 48% thereafter.

In this balance, the Joint Venture does not include the value of unsatisfied performance obligations related to those contracts for which it recognizes revenue at the amount for which it has the right to invoice for services performed. Additionally, this balance does not include revenue related to performance obligations that are part of a contract with an original expected duration of one year or less. Lastly, this balance does not include variable consideration allocated to the individual goods or services in a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. Examples includes variable fees associated with transaction processing and contingent fee services.

Disaggregated Revenue

The Joint Venture disaggregates the revenue from contracts with customers by operating segment as it believes doing so best depicts how the nature, amount, timing and uncertainty of the Joint Venture's revenue are affected by economic factors. See Note 9 in the Joint Venture unaudited financial statements included in Exhibit 99.1, "Segment Reporting" for the total revenue disaggregated by operating segment for the six months ended September 30, 2019 and 2018.

The Joint Venture's total revenue by disaggregated revenue source was generally consistent for each reportable segment for the three and six months ended September 30, 2019 compared with the corresponding periods in 2018.

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Customer Incentives

Certain customers, which include the Joint Venture's channel partners, may receive cash-based incentives or rebates based on actual sales and achievement of a cumulative level of sales, which are accounted for as variable consideration. The Joint Venture considers these amounts to be consideration payable to the customer, and therefore, the Joint Venture estimates these amounts based on the expected amount to be provided to customers and reduces the transaction price accordingly.

Practical Expedients and Exemptions

The Joint Venture has elected to utilize either the right to invoice practical expedient or the series-based variable consideration allocation framework for most transaction processing services not subject to contingencies. The Joint Venture also has elected to exclude sales taxes and other similar taxes from the measurement of the transaction price in contracts with customers. Therefore, revenue is recognized net of such taxes.

In certain customer arrangements with customers, the Joint Venture determined there are certain promised goods or services which are immaterial in the context of the contract from both a quantitative and qualitative perspective, and therefore, the goods and services are disregarded when assessing the performance obligations in the customer arrangement.

The Joint Venture has elected to apply the significant financing practical expedient, and as a result, the Joint Venture will not adjust the promised amount of consideration in a customer contract for the effects of a significant financing component when the period of time between when the Joint Venture transfers a promised good or service to a customer and when the customer pays for the good or service will be one year or less.

Apart from the adoption of ASC 606, the Joint Venture believes there have been no other significant changes during the six months ended September 30, 2019 to the items we previously disclosed as our critical accounting estimates in "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Cautionary Notice Regarding Forward-Looking Statements

This Quarterly Report contains "forward-looking statements" within the meaning of federal securities laws. Any statements made in this quarterly report that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements include information concerning possible or assumed future results of operations, including descriptions of our business plans and strategies. These statements often include words such as "anticipate," "expect," "suggest," "plan," "believe," "intend," "estimate," "target," "project," "should," "could," "would," "may," "will," "forecast," "outlook," "potential," "continues," "seeks," "predicts," and the negatives of these words and other similar expressions.

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Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that factors affecting our actual financial results could cause actual results to differ materially from those expressed in the forward-looking statements. Factors that could materially affect our financial results or such forward-looking statements include, among others, the following factors:

- macroeconomic and industry trends and adverse developments in the debt, consumer credit and financial services markets;
- our ability to provide competitive services and prices while maintaining our margins;
- our ability to retain or renew existing customers and attract new customers;
- our ability to maintain the security and integrity of our data;
- our ability to deliver services timely without interruption;
- our ability to maintain our access to data sources;
- government regulation and changes in the regulatory environment;
- litigation or regulatory proceedings;
- our ability to effectively manage our costs;
- economic and political instability in the United States and international markets where we operate;
- our ability to effectively develop and maintain strategic alliances and joint ventures;
- our ability to timely develop new services and the market's willingness to adopt our new services;
- our ability to manage and expand our operations and keep up with rapidly changing technologies;
- our ability to make acquisitions and integrate the operations of acquired businesses;
- our ability to protect and enforce our intellectual property, trade secrets and other forms of unpatented intellectual property;
- our ability to defend our intellectual property from infringement claims by third parties;
- the ability of our outside service providers and key vendors to fulfill their obligations to us;
- further consolidation in our end-customer markets;
- losses against which we do not insure;
- our ability to make timely payments of principal and interest on our indebtedness;
- our ability to satisfy covenants in the agreements governing our indebtedness;
- our ability to maintain our liquidity;
- our reliance on key management personnel; and
- our controlling stockholders.

There may be other factors, many of which are beyond our control, that may cause our actual results to differ materially from the forward-looking statements, including factors disclosed in the Registration Statement on Form S-1 (No. 333-230345) in the section entitled "Risk Factors" and in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this report. You should evaluate all forward-looking statements made in this report and the other public statements we may make from time to time in the context of these risks and uncertainties.

Our forward-looking statements made herein speak only as of the date on which made. We expressly disclaim any intent, obligation or undertaking to update or revise any forward-looking statements made herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained in this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Change Healthcare Inc.

Change Healthcare Inc. holds an equity method investment in the LLC Units of the Joint Venture as well as, following the consummation of the offering of TEUs on July 1, 2019, investments in the amortizing notes and prepaid forward purchase contracts components of the TEUs issued by the Joint Venture. In the case of the equity method investment in the Joint Venture, Change Healthcare Inc. is only exposed to changes in the fair value of the investment to the extent that the changes in fair value are so significant and long-lasting that they represented an other than temporary impairment of the investment. In the case of the investments in the amortizing note and prepaid forward purchase contracts components of the TEUs, however, such investments are required to be remeasured to their respective fair value each quarter with the changes in those values affecting earnings and other comprehensive income of Change Healthcare Inc.

Change Healthcare LLC

The Joint Venture has interest rate risk primarily related to borrowings under the Senior Secured Credit Facilities. Borrowings under the Senior Secured Credit Facilities bear interest at a rate equal to, at the Joint Venture's option, either (i) LIBOR for the relevant interest period, adjusted for statutory reserve requirements (which is subject, in the case of the Term Loan Facility, to a floor of 1.00% per annum and, in the case of the Revolving Credit Facility, to a floor of 0.00% per annum), plus an applicable margin or (ii) a base rate equal to the highest of (a) the rate of interest in effect as publicly announced by the administrative agent as its prime rate, (b) the federal funds effective rate plus 0.50% and (c) adjusted LIBOR for an interest period of one month plus 1.00% (which may be subject, solely in the case of the Term Loan Facility, to a floor of 2.00% per annum), in each case, plus an applicable margin.

As of September 30, 2019, the Joint Venture had borrowings of \$3,993.3 million (before unamortized debt discount) under the Senior Secured Credit Facilities. As of September 30, 2019, the LIBOR-based interest rate on the Term Loan Facility and Revolving Credit Facility were each LIBOR plus 2.5%.

The Joint Venture manages economic risks, including interest rate, liquidity and credit risk, primarily by managing the amount, sources and duration of our debt funding and the use of derivative financial instruments. Specifically, the Joint Venture enters into interest rate cap agreements to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Joint Venture's interest rate cap agreements are used to manage differences in the amount, timing and duration of our known or expected cash receipts and our known or expected cash payments principally related to our borrowings. As of September 30, 2019, the Joint Venture's outstanding interest rate cap agreements were each designated as cash flow hedges of interest rate risk and were determined to be highly effective.

A change in interest rates on variable rate debt may impact the Joint Venture's pretax earnings and cash flows. Based on the Joint Venture's outstanding debt as of September 30, 2019, and assuming that its mix of debt instruments, derivative financial instruments and other variables remain the same, the annualized effect of a one percentage point change in variable interest rates would have an annualized pretax impact on the Joint Venture's earnings and cash flows of approximately \$20.9 million.

In the future, in order to manage the Joint Venture's interest rate risk, it may refinance its existing debt, enter into additional interest rate cap agreements, modify its existing interest rate cap agreements or make changes that may impact its ability to treat its interest rate cap agreements as a cash flow hedge. However, the Joint Venture does not intend or expect to enter into derivative or interest rate cap agreement transactions for speculative purposes.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Change Healthcare Inc.'s management, with the participation of its Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of its disclosure controls and procedures as of the end of the period covered by this report. The term "disclosure controls and procedures" as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely discussions regarding required disclosures.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving their desired control objectives. Based on the evaluation of Change Healthcare Inc.'s disclosure controls and procedures as of the end of the period covered by this report, its Chief Executive Officer and Chief Financial Officer concluded that, as of such date, its disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

During the quarter covered by this report, there have been no changes in Change Healthcare Inc.'s internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal controls over financial reporting.

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PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Change Healthcare Inc.

In the normal course of business, Change Healthcare Inc. may become subject to various claims and legal proceedings. As of September 30, 2019, Change Healthcare Inc. was not involved in any material pending legal proceedings.

Change Healthcare LLC

The Joint Venture is subject to various claims with customers and vendors, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of its business.

From time to time, the Joint Venture receives subpoenas or requests for information from various government agencies. The Joint Venture generally responds to such subpoenas and requests in a cooperative, thorough and timely manner. These responses sometimes require time and effort and can result in considerable costs being incurred by the Joint Venture. Such subpoenas and requests also can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Joint Venture and other members of the health care industry, as well as to settlements.

Additionally, in the normal course of business, the Joint Venture is involved in various claims and legal proceedings. While the ultimate resolution of these matters has yet to be determined, the Joint Venture does not believe that it is reasonably possible that their outcomes will have a material adverse effect on the Joint Venture's consolidated financial position, results of operations or liquidity.

To reduce their exposure to an unexpected significant monetary award resulting from an adverse judicial decision, both Change Healthcare Inc. and Change Healthcare LLC maintain insurance that they believe is appropriate and adequate based on historical experience. Both Change Healthcare Inc. and Change Healthcare LLC advise their insurance carriers of any claims, threatened or pending, against them in the course of litigation and generally receives a reservation of rights letter from the carriers when such claims exceed applicable deductibles.

ITEM 1A. RISK FACTORS

In addition to the other information included in this report, you should carefully consider the factors discussed in "Risk Factors" included in the Registration Statement on Form S-1 (No. 333-230345), as well as the factors identified under "Cautionary Notice Regarding Forward-Looking Statements" at the end of Part I, Item 2 of this Quarterly Report, which could materially affect the Change Healthcare Inc.'s or the Joint Venture's business, financial condition or future results. The risks described in the Registration Statement on Form S-1 and this Quarterly Report are not the only risks Change Healthcare Inc. or the Joint Venture face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. MINE SAFETY DISCLOSURES

None

ITEM 5. OTHER INFORMATION

None

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ITEM 6.EXHIBITS

The exhibits listed on the accompanying Exhibit Index are filed, furnished or incorporated by reference (as stated therein) as part of this Quarterly Report.

Exhibit Index

3.1	<u>Amended and Restated Certificate of Incorporation of Change Healthcare Inc., dated as of June 26, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on July 2, 2019).</u>
3.2	<u>Amended and Restated Bylaws of Change Healthcare Inc., dated as of June 26, 2019 (incorporated by reference to Exhibit 3.2 to the Company's Form 8-K filed on July 2, 2019).</u>
4.1	<u>Purchase Contract Agreement, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as purchase contract agent, as attorney-in-fact for the Holders from time to time as provided therein and as trustee under the indenture referred to therein (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on July 2, 2019).</u>
4.2	<u>Form of Unit (included in Exhibit 4.1).</u>
4.3	<u>Form of Purchase Contract (included in Exhibit 4.1).</u>
4.4	<u>Indenture, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as trustee (incorporated by reference to Exhibit 4.4 to the Company's Form 8-K filed on July 2, 2019).</u>
4.5	<u>First Supplemental Indenture, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as trustee (incorporated by reference to Exhibit 4.5 to the Company's Form 8-K filed on July 2, 2019).</u>
10.1	<u>Change Healthcare LLC Annual Incentive Plan (AIP) Amended and Restated as of September 18, 2019.</u>
10.2	<u>Change Healthcare LLC U.S. Executive Severance Benefit Guidelines (Amended and Restated September 18, 2019).</u>
31.1	<u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).</u>
31.2	<u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).</u>
32.1	<u>Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u>
32.2	<u>Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u>
99.1	<u>Condensed financial information of Change Healthcare LLC as of September 30, 2019 and March 31, 2019, and for the six months ended September 30, 2019 and 2018.</u>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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Certain agreements and other documents filed as exhibits to this Form 10-Q contain representations and warranties that the parties thereto made to each other. These representations and warranties have been made solely for the benefit of the other parties to such agreements and may have been qualified by certain information that has been disclosed to the other parties to such agreements and other documents and that may not be reflected in such agreements and other documents. In addition, these representations and warranties may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Accordingly, there can be no reliance on any such representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of any such representations and warranties may have changed since the date of such agreements and other documents.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Change Healthcare Inc.

November 14, 2019

By /s/ Neil E. de Crescenzo

Neil E. de Crescenzo
Chief Executive Officer and Director
(Principal Executive Officer)

November 14, 2019

By /s/ Fredrik Eliasson

Fredrik Eliasson
Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

**Change Healthcare LLC
Annual Incentive Plan (AIP)
Amended and Restated as of September 18, 2019**

1. **Purpose.** The purpose of the Change Healthcare LLC Annual Incentive Plan (the “Plan”) is to provide an incentive to eligible employees of Change Healthcare LLC and its participating subsidiaries (collectively, the “Company”) who contribute to the success of the enterprise. The Plan offers eligible employees an opportunity to earn compensation in addition to their base salaries, based upon the performance of the Company (including its Business Units) and their individual performance.
2. **Plan Administration.** The Compensation Committee of the Board of Directors (the “Board”) of the Company (the “Committee”), in consultation with the Chief Executive Officer of the Company (the “CEO”), shall administer the Plan. The CEO shall oversee and interpret any and all aspects of the Plan (including the amount payable to any individual participant) and may delegate any responsibilities under the Plan to the Chief People Officer (“CPO”) of the Company. The CEO (other than with respect to himself) shall make final recommendations to the Committee regarding both the amount and the timing of any bonus payments pursuant to the Plan. The Committee shall review and approve the CEO’s recommendations. If an employee believes that he/she has been paid incorrectly or denied payment incorrectly under the Plan, the employee must provide written notice to the CPO (the “appeal”) within thirty (30) days of the date of the incorrect payment or payment refusal. The CEO has the sole unilateral discretion and authority to accept or reject an appeal, whether to modify or make a payment in response to an appeal, to interpret and apply the Plan and any and all language contained in the Plan, and to determine the amount of payment. Any and all decisions made by the CEO are final.
3. **Plan Year.** The Plan shall be effective from April 1 of each fiscal year of the Company through March 31 of such fiscal year (each, a Plan Year”).
4. **Participant Eligibility.** Employees eligible to participate in the Plan generally include regular full-time employees, unless state, local, province, or territorial laws requires additional employee participation, and an eligible employee selected to participate in the Plan is referred to as a “Participant”. A Participant must be employed and meet the eligibility criteria before the Participation Deadline to be eligible to participate in the Plan for that year.

Generally, individuals who are ineligible to participate in the Plan include the following:

- Temporary employees, independent contractors and consultants
- Employees located in the United States who do not have a signed Company Protection Agreement on file with the Company
- Anyone not actively employed on the date the Actual Awards are distributed (except as described in this Plan summary)
- Any other employee that does not meet the eligibility criteria above

5. **Annual Incentive Potential.** The target bonus potential (“Annual Incentive Plan or AIP Target Percentage”) is calculated as a percentage of the Participant’s Annual Base Salary as of the last day of the Plan Year to which the bonus relates. If a Participant no longer participates in the Plan due to a change in job during the Plan Year, the AIP Target Percentage is calculated as a percentage of the Participant’s Annual Base Salary as of the last day of the Plan Year on which the individual was a Participant in the Plan. If a Participant changes from full-time to part-time or vice versa during the Plan year, then the AIP Target Percentage is calculated based on the different employment percentages applicable during the Plan Year. The guidelines for determining AIP Target Percentage are based on the level of the job the employee is assigned. These guidelines, however, may be adjusted to reflect the significance, scope and level of accountability for a given job. Adjustments (increases or reductions) to the AIP Target Percentage levels may be made at the discretion of the CEO or the CPO of the Company. Additionally, certain AIP Target Percentage levels are set forth in written employment agreements. As such, these written agreements shall be controlling.
6. **Performance Targets.** The funding and payment of bonuses is based upon performance metrics established by the Committee. Unless and until otherwise specified by the Committee, the three Plan components are the Company Performance Targets, Business Unit Performance Targets and Individual Performance Measures. Calculation of Actual Awards shall be based on the achievement of multiple objectives. Each objective has a threshold, target and a maximum level of performance. For each objective, the bonus payment shall range from zero to a maximum percentage based on the level of performance for that objective.
 - a. Company Performance Targets. Payments are contingent upon the Company achieving the Company Performance Targets as shall be set by the Committee within the first ninety days of a Plan Year. If, and when, bonuses are declared, financial calculations shall be made to determine the funding level for Participants based upon the Company Performance Targets.
 - b. Business Unit Performance Targets. For those eligible employees whose job responsibilities are primarily related to a particular Business Unit, payments for a portion of the Participant’s bonus amount are contingent upon the Business Unit, achieving the applicable Performance Targets as shall be set by the Committee with respect to each Plan Year. If, and when, bonuses are declared, financial calculations shall be made to determine a funding level for each Business Unit.

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- c. **Individual Performance Measures.** Each Participant shall have one or more Individual Performance Measures. Individual Performance Measures may be quantitative, qualitative or both. Once the Company and/or the Business Unit have achieved their performance goals, a Participant's Individual Performance Measures, taken as a whole with the Company and/or Business Unit performance, shall determine the amount of the Participant's Actual Award. Individual bonus potential can be greatly impacted by the level of achievement of Individual Performance Measures as determined by each Participant's manager. Actual Awards shall be adjusted, at each Participant's manager's discretion, to reflect the Participant's individual contribution to the achievement of Company Performance Targets and Business Unit Performance Targets and the Participant's Individual Performance Measures. A Participant's manager shall review and approve, modify or disapprove the Actual Award, if any, to be paid to a Participant for the Plan Year, and reserves the right to reduce or increase or eliminate the individual payments determined according to the above method.
7. **Prorations.** If an employee, not previously eligible for participation in the Plan, moves to a job and becomes eligible for participation in the Plan, the employee's Actual Award shall be calculated as a prorated portion of the annual bonus relevant to that Plan Year based upon the employee's first date of eligibility. If a person otherwise eligible for participation in the Plan becomes an employee of the Company during the Plan Year, the employee's Actual Award shall be calculated as a prorated portion of the annual bonus for that Plan Year based upon the employee's first date of employment. If a Participant is transferred to a new job during the Plan Year with a higher or lower AIP Target Percentage, the determination of the Participant's Actual Award shall be calculated based on the two different AIP Target Percentages, prorated for each AIP Target Percentage based on the date of the change in job. If a Participant is transferred to a new job during the Plan Year with a higher or lower Business Unit Performance Target, the determination of the Participant's Actual Award shall be calculated based on the different Performance Targets, prorated for each Business Unit Performance Target, based on the date of the change in job within that Plan Year. If a Participant no longer participates in the Plan due to a change in job during the Plan Year, the employee shall be eligible to receive a prorated award based on the period of participation in the Plan; provided, that the employee must continue to meet the "Conditions For Receiving Payment" set forth below. Such prorated award shall be paid at the same time as awards are made to other Participants under the Plan.
8. **Payout and Taxation.** The Company anticipates any bonus amounts earned under the Plan for each Plan Year shall be paid in a lump sum around June of the year following that Plan Year after completion of audited financial statements for the Plan Year and final executive and Committee approval but in any event, bonus amounts earned under the Plan, if any, shall be paid prior to March 15 of the calendar year following the end of the Plan Year to which such bonus amounts relate. Specific provisions regarding distribution

are outlined below under the “Conditions for Receiving Payment” section of the Plan. Payroll taxes shall be withheld from the bonus award, or remitted to tax authorities, subject to and in accordance with law. Actual Awards that Participants receive shall be reported as income in the year in which they are paid, in accordance with applicable law.

9. **Conditions for Receiving Payment.** No Actual Awards under this Plan shall be paid to any Participant if employment is terminated, whether voluntary or involuntary, prior to the actual payment distribution date, except as described in Section 10 of this Plan summary or to the extent required by applicable law. However, the Company retains the authority to make exceptions to the foregoing policy in unusual or meritorious cases including, but not limited to, the death of a Participant during the Plan Year, termination of employment due to total or partial disability, call to active military service or retirement with the written consent of the Company. For clarity, a Participant is considered an active employee of the Company during any notice period, whether based on a written employment agreement, the applicable local employment or labor laws, or the common or civil law (“Notice Period”) if the Participant continues working during the Notice Period, regardless of why that Participant’s employment is terminated. However, if a Participant receives a payment in lieu of notice, instead of working during the Notice Period, the employee will not be considered an active employee during the Notice Period and the last day worked is considered the termination date for purposes of the Plan.
10. **Effect of Termination of Employment.** Except as expressly set forth in this section, a Participant must be an active employee of the Company on the date the Actual Awards are distributed to Participants to be eligible to receive any payment under the Plan.
 - a. **Death or Long-Term Disability.** If a Participant’s employment is terminated by the Company due to death or Long-Term Disability during the Plan Year, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.
 - b. **Retirement.** If a Participant’s employment is terminated due to Retirement on or after the Participation Deadline, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.
 - c. **Other Qualifying Terminations.** If a Participant’s employment is terminated due to a Qualifying Termination on or after the Participation Deadline, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.

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11. **Limitations and/or Adjustments.** Payment of an Actual Award under the Plan is not an integral part of a Participant's compensation package. A Participant's base salary compensates them for the expected results of any given job role within the Company. Payment of an Actual Award is at the discretion of the Company. For the avoidance of doubt, the Plan is discretionary by nature, and unless the provincial labor/employment standards legislation applicable in the province of employment where the Participant works requires otherwise in the specific circumstance, awards made under the Plan shall not be deemed a portion of a Participant's compensation for any purpose whatsoever, including without limitation, when calculating a Participant's entitlements to termination pay, severance pay or other amounts payable upon termination of employment. Participation in a Plan Year does not guarantee payment of an award under the Plan for that Plan Year and Participation in one Plan Year does not guarantee participation in any subsequent Plan Year. The Company reserves the right to review, amend, suspend and/or terminate the Plan, the incentive calculation formulas and all other aspects of the Plan at any time. Plan changes shall be based on a determination of the Company's business needs and do not require prior notification or explanation to Participants. A Participant's participation in the Plan shall not be construed as an employment contract or as a promise of continuing employment between the Company and the Participant. Employment with the Company is terminable at will, unless an employment contract or state, local, province, or territorial laws requires otherwise.
 12. **Active Employment Eligibility.** If a Participant takes any type of approved leave of absence for less than (12) consecutive weeks during the Plan Year, this period of time will be included in the calculation of the award. If a Participant takes any type of approved leave of absence for (12) consecutive weeks during the Plan Year or more, the period of time in excess of (12) weeks will not be considered in the Participant's Actual Award calculation, unless an employment contract or state, local, province, or territorial laws requires otherwise.
 13. **Section 409A.** The payments made under this Plan to Participants subject to U.S. taxes are intended to be exempt from with Section 409A of the Internal Revenue Code of 1986, as amended, and applicable guidance issued thereunder ("Section 409A"). Payments made under this Plan shall be interpreted and construed to be distributed in the short-term deferral period, as defined under Treasury Regulation section 1.409A-1(b)(4). Notwithstanding any provision of this Plan to the contrary, this Plan shall be interpreted and construed consistent with the terms set forth in this Section 13, provided that the Company shall not be required to assume any increased economic burden in connection therewith. Although the Company intends to administer this Plan so that it shall be exempt from the requirements of Section 409A, the Company does not represent or warrant that this Plan shall be exempt from Section 409A or any other provision of federal, state, local, or non-United States law. The Company, or either of its directors, officers, employees or advisers shall not be liable to the Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of compensation paid under this Plan, and shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A.

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14. **Clawback.** Any payment made under this Plan shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or similar policy adopted by the Company, whether in existence as of the effective date of the Plan or later adopted by the Company) and (ii) any applicable law or government regulation. Further, unless otherwise determined by the Committee, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Plan for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company. The Company will make any determination for clawback, forfeiture or recovery in its sole discretion and in accordance with any applicable law, government regulation or Company policy, as applicable. By participating in this Plan the Participant consents to such deductions being made by the Company.
15. **Change in Control.** In connection with a Change in Control, the Committee shall have the discretion to make changes to the Plan and awards hereunder as the Committee, in its sole discretion, deems to be equitable and appropriate.
16. **Definitions.**
- a. **“Actual Award”** means the finally determined amount payable to a Participant under the Plan for a Plan Year.
 - b. **“Affiliate”** means any Person that directly or indirectly controls, is controlled by, or is under common control with Change Healthcare Inc. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract, or otherwise.
 - c. **“Annual Base Salary”** means annual rate of pay as of the last day of the Plan year for exempt Participants. For non-exempt Participants, this is the hourly rate of pay annualized for the number of hours worked during the Plan Year.
 - d. **“Change in Control”** means (i) the acquisition (whether by purchase, merger, consolidation, combination, or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the then-outstanding

shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, the exchange of exchangeable stock or units, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then-outstanding voting securities of Change Healthcare Inc. entitled to vote generally in the election of directors, in the case of each of the foregoing clauses (A) and (B) assuming that all Units (as defined in the Company LLC Agreement) held by MCK Members (as defined in the Company LLC Agreement) had been exchanged for an equal number of shares of Common Stock; provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by Change Healthcare Inc. or any Affiliate; (II) any acquisition by any employee benefit plan sponsored or maintained by Change Healthcare Inc. or any Affiliate; or (III) any acquisition in connection with a Qualified MCK Exit (as defined in the Company LLC Agreement); (ii) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, that any Person becoming a director subsequent to the effective date of the Plan, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of Change Healthcare Inc. in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of Change Healthcare Inc. and the Company (taken as a whole) to any Person that is not an Affiliate of Change Healthcare Inc. or the Company.

- e. "Common Stock" means the common stock of Change Healthcare Inc., par value \$0.001 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).
- f. "Company LLC Agreement" means the Third Amended and Restated Limited Liability Company Agreement of Change Healthcare LLC, dated as of March 1, 2017.
- g. "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations, or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations, or guidance.

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- h. “Long-Term Disability” shall mean the Company or its affiliates having cause to terminate a Participant’s employment or service on account of “disability,” as defined in any written employment agreement then in effect between the Participant and the Company or an affiliate, or in the absence of such an agreement, a condition entitling the Participant to receive benefits under a long-term disability plan of the Company or an affiliate or, in the absence of such a plan, the complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which a Participant was employed or served when such disability commenced or, as determined by the Company based upon medical evidence acceptable to it.
 - i. “Participation Deadline” with respect to a Plan Year shall mean January 1 of the Plan Year.
 - j. “Person” means any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).
 - k. “Qualifying Termination” means a termination of employment eligible to receive benefits under the Company’s Severance Guidelines or Executive Severance Guidelines in accordance with the terms and conditions of such guidelines as may be amended from time to time.
 - l. “Retirement” means, unless otherwise set forth in an employment agreement with a Participant or specifically defined under local law for the purposes of payment of compensation for services, termination from the Company with age of at least 65.
17. **Governing Law.** For employees on U.S. payroll, the laws of the state of Tennessee shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to the state of Tennessee’s conflict of laws rules.

For International employees, the laws of the country where the Participant permanently resides shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to the Country of Residence’s conflict of laws rules.

CHANGE HEALTHCARE LLC
U.S. EXECUTIVE SEVERANCE BENEFIT GUIDELINES
(AMENDED AND RESTATED SEPTEMBER 18, 2019)

1. INTRODUCTION.

The terms of the Change Healthcare LLC Executive Severance Benefit Guidelines (the "**Guidelines**") are set forth below. The purpose of the Guidelines is to provide a framework to be used in the event that any of the Change Healthcare LLC, Participating Companies (collectively, the "**Company**") decides to award severance to Eligible Executives who have a Qualifying Termination and who do not have a contractual entitlement to Severance Benefits. The determination as to which Executive is eligible to receive Severance Benefits in the event of a Qualifying Termination is within the Company's sole discretion. The Company may amend, modify or terminate these Guidelines at any time with or without notice to Executives, including without limitation the right to establish Severance Benefits on an action by action basis in its sole discretion.

2. EFFECTIVE DATE.

These Guidelines are effective as of February 1, 2018. These Guidelines supersede any plan, program, guidelines, policy or arrangements previously in effect for the Executives by which Severance Benefits would be provided by the Company, with the exception of Executives who have entered into an individual employment agreement with the Company that provides for Severance Benefits.

3. ELIGIBILITY FOR SEVERANCE BENEFITS.

(a) **General Rules.** An executive of the Company in the executive career band "E", who is a U.S. Eligible Paid Executive is entitled to receive Severance Benefits, subject to the conditions and requirements set forth in these Guidelines. These guidelines do not apply to the Chief Executive Officer.

(b) **Definitions.** The following definitions shall apply to these Guidelines:

(i) "**Affiliate**" means any Person that directly or indirectly controls, is controlled by, or is under common control with Change Healthcare Inc. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract, or otherwise.

(ii) **“Cause”** means the following: (A) the Executive’s violation of any federal or state law or regulation applicable to the business of the Company or its affiliates; (B) the Executive being convicted of, or entering a plea of nolo contendere to any crime or committing any act of moral turpitude; (C) the Executive engaging in any act of dishonesty, fraud or misrepresentation; (D) the breach of any agreement between the Executive and the Company (or any affiliate of the Company), including but not limited to a breach of a restrictive covenant agreement; (E) the Executive’s habitual or willful neglect of duties; (F) the Executive’s breach of any duties owed to the Company, including but not limited to fiduciary duty and duty of care; or (G) the Executive’s failure to perform his or her assigned duties or responsibilities (other than a failure resulting from the Executive’s disability) after notice thereof from the Company describing the Executive’s failure to perform such duties or responsibilities. Notwithstanding the foregoing, if “Cause” is defined in an employment agreement between the Company and Executive then the meaning of “Cause” in the employment agreement shall apply.

(iii) **“Change in Control”** means (i) the acquisition (whether by purchase, merger, consolidation, combination, or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the then-outstanding shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, the exchange of exchangeable stock or units, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then outstanding voting securities of Change Healthcare Inc. entitled to vote generally in the election of directors, in the case of each of the foregoing clauses (A) and (B) assuming that all Units (as defined in the Company LLC Agreement) held by MCK Members (as defined in the Company LLC Agreement) had been exchanged for an equal number of shares of Common Stock; provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by Change Healthcare Inc. or any Affiliate; (II) any acquisition by any employee benefit plan sponsored or maintained by Change Healthcare Inc. or any Affiliate; or (III) any acquisition in connection with a Qualified MCK Exit (as defined in the Joint Venture LLC Agreement); (ii) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board of Directors of Change Healthcare Inc. (the **“Board,”** the **“Incumbent Directors”**) cease for any reason to constitute at least a majority of the Board; provided, that any Person becoming a director subsequent to the Effective Date, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a

specific vote or by approval of the proxy statement of Change Healthcare Inc. in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of Change Healthcare Inc. and the Company (taken as a whole) to any Person that is not an Affiliate of Change Healthcare Inc. or the Company.

(iv) “**COBRA Continuation**” means the continuation of medical, dental and/or vision benefits under the Company-sponsored group health plan that an Executive who is enrolled in such group health plan may elect pursuant to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (commonly known as COBRA).

(v) “**COBRA Subsidy**” means, subject to the Eligible Executive being eligible to elect COBRA Continuation coverage, the Company’s payment, in lump sum, of the amount equal to the cost of such Eligible Executive’s COBRA Continuation premiums that the Company and Eligible Executive would pay if he or she elects COBRA Continuation for the number of months specified in Schedule A, as attached to these Guidelines.

(vi) “**Code**” means the Internal Revenue Code, as amended from time to time.

(vii) “**Common Stock**” means the common stock of Change Healthcare Inc., par value \$0.001 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(viii) “**Company**” means Change Healthcare LLC.

(ix) “**Company LLC Agreement**” means the Third Amended and Restated Limited Liability Company Agreement of Change Healthcare LLC, dated as of March 1, 2017.

(x) “**Comparable Employment**” means a position with the Company that is similar in job authority, duties, reporting structure, responsibilities, and is located within 50 miles of the Executive’s current worksite or with a relocation package; and with a salary equal to or greater than the Executive’s current salary.

(xi) “**Eligible Executive**” means an Executive of the Company who has a Qualifying Termination. It is within the sole discretion of the Company to determine whether an Executive is an Eligible Executive.

(xii) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Guidelines to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations, or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations, or guidance.

(xiii) “**Executive**” means an employee of the Company at the E Compensation Grade.

(xiv) “**Guidelines**” means these Change Healthcare LLC Executive Severance Benefits Guidelines, as amended from time to time.

(xv) “**Participating Companies**” means any subsidiary or affiliate of Change Healthcare LLC, that is owned by no less than an 80% interest by Change Healthcare LLC, or any of its subsidiaries.

(xvi) “**Person**” means any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

(xvii) “**Qualifying Termination**” means that the Company involuntarily terminates without Cause the employment of an Executive, or any other constructive termination that the Executive and the Company have agreed constitutes a Qualifying Termination. It is within the sole discretion of the Company to determine whether a termination is a Qualifying Termination.

(xviii) “**Release**” means a waiver and release in favor of the Company and on the form provided by the Company. The waiver and release will apply to all claims, known and unknown, relating to the Executive’s employment with the Company through and including the date of execution. The contents of the general release will vary, depending on the state in which the affected Executive resides, the age of the Executive, and whether two or more employees are affected by the same action.

(xix) “**Severance Benefits**” means the amount of payments that an Eligible Executive may receive under these Guidelines.

(c) **Eligibility.** In order to be eligible to receive Severance Benefits under these Guidelines, an Eligible Executive must not fall under one of the exceptions, as set forth in Section 3(d) of these Guidelines, and fulfill the following:

- (i) be actively employed until his or her date of termination as scheduled by the Company unless otherwise indicated by the Company.
- (ii) must execute and return a Release in accordance with the time periods set forth in the release agreement.

(d) **Exceptions.** An Executive who otherwise is an Eligible Executive will not receive Severance Benefits in any of the following circumstances:

(i) The Executive has executed an individually negotiated employment contract or agreement with the Company, which includes the provision of Severance Benefits upon his or her termination. Such Executive's Severance Benefits, if any, shall be governed by the terms of such individually negotiated employment contract or agreement. If these Guidelines would provide the Executive more benefits than the Executive's individual agreement, the Company may, at its sole discretion, offer the Executive the amount set forth herein;

(ii) The Executive voluntarily terminates employment with the Company. Voluntary terminations include, but are not limited to, resignation and retirement;

(iii) The Executive rejects an offer of Comparable Employment with the Company;

(iv) In connection with a Change in Control between the Company and another entity, the surviving entity (a "**Successor Employer**") employs Executive for the period of time outlined in Schedule A as attached to these Guidelines, after the Change in Control in the same position as he or she held immediately prior to the Change in Control or offers Comparable Employment to Executive.

If, during any period, the Company has not regarded an individual as an employee of the Company and, for that reason, has not withheld employment taxes with respect to that individual, then that individual shall not be an Eligible Executive for that period, even in the event that the individual is determined, retroactively, to have been an employee of the Company during all or any portion of that period.

4. AMOUNT OF SEVERANCE BENEFITS.

Schedule A, attached to these Guidelines, sets forth the amount of the Severance Benefits that an Eligible Executive may receive pursuant to these Guidelines.

5. EQUITY.

When the Eligible Executive terminates employment, any outstanding stock options, restricted stock units or other equity grants will be treated as set forth in the applicable equity incentive plan and award agreements and/or any other related documents.

6. OTHER EMPLOYMENT BENEFITS.

(a) **COBRA Continuation.** Each Eligible Executive who is enrolled in a Company-sponsored health, dental or vision plan will be eligible for COBRA Continuation coverage. The Company will notify the individual of any such right to continue health coverage.

(b) **Other Employee Benefits.** All non-health benefits (such as life insurance and disability coverage) will terminate as of the Executive's last day of being physically present on the job, the last day of active employment with the Company, or the date of termination, as determined by the applicable plan documents and/or the Company in its sole discretion (except to the extent that the Executive elects and pays for any conversion privilege available). The Executive's right to benefits under the Company's 401(k) plan shall be determined exclusively by the plan and any of its related agreements.

(c) **Coordination with Other Plans.** Any Severance Benefits payable to the Eligible Executive under these Guidelines will not be counted as compensation for purposes of determining benefits under any other benefit policies or plans of the Company, except to the extent expressly provided therein.

7. TIME AND FORM OF PAYMENT.

Subject to the terms and conditions set forth in these Guidelines, Severance Benefits will be paid in a single lump sum on the first payroll date following the effective date of the Release, except as otherwise provided in Schedule A, as attached to these Guidelines. No Severance Benefits will be paid or provided until the expiration of any applicable revocation period. In no event will any Severance Benefits be paid or provided under these Guidelines if the Release does not become effective by fifteen (15) days prior to (i) the end of the short-term deferral period as defined in Treasury Regulation § 1.409A-1(b)(4) or (ii) the end of the second calendar year following the year in which the separation occurs, if the Severance Benefits are less than the maximum amount provided under Treasury Regulation § 1.409A-1(b)(9)(iii)(A).

8. NON-DUPLICATION OF BENEFITS.

There will be no duplication of severance benefits that the Company or any of its affiliates pay or provide to the Eligible Executive, and that the Severance Benefits provided under these Guidelines are in lieu of any severance benefits for which the Eligible Executive might otherwise have been eligible under any plan, program, guidelines, policy or arrangement of the Company or any of its affiliates. To the extent necessary to avoid duplication of benefits, Severance Benefits paid or provided under these Guidelines will be reduced to offset severance benefits paid or provided to the Eligible Executive under any other plan, program, guidelines, policy or arrangement of the Company or any of its affiliates. Notwithstanding the foregoing, an Executive who has an employment agreement, in effect with the Company at the time of his or her termination of employment, that provides for severance payments and/or benefits shall not be eligible to be an Eligible Executive and shall not receive any Severance Benefits under these Guidelines.

9. NOTICE.

The Company may give at least two (2) weeks' non-working notice in advance of termination at the Company's sole discretion. If the effective date of the termination is immediate, then the Company may pay the Eligible Executive(s) an amount equal to two (2) weeks' salary in lieu of notice. However, the provision of notice and/or notice pay is at the Company's sole discretion, unless notice and/or notice pay is required by applicable law.

10. NO IMPLIED EMPLOYMENT CONTRACT.

Nothing in these Guidelines shall be deemed (a) to give any Executive any right to be retained in the employ of the Company, or (b) to interfere with the right of the Company to discharge any Executive at any time and for any reason, which right is hereby reserved. Nothing contained in these Guidelines alters or amends an Executive's status as an at-will employee. As an at-will employee, either the Executive or the Company may terminate the employment relationship with or without cause, with or without advance notice.

11. REEMPLOYMENT.

If an Eligible Executive receives Severance Benefits pursuant to these Guidelines and is subsequently reemployed by the Company in reasonably Comparable Employment, such Eligible Executive shall be obligated to repay the Company any portion of Severance Benefits received that is in excess of the time the he or she was separated from the Company. For purposes of determining the repayment obligation, the Severance Benefits shall be converted to a "**Weekly Benefit Amount**," which shall be calculated by dividing the Severance Benefits paid by the number of weeks of base salary payments that the Eligible Executive received as set forth in Schedule A, as attached to these Guidelines. The Weekly Benefit Amount multiplied by the number of whole weeks the Eligible Executive was separated from the Company shall be deducted from the total amount of Severance Benefits paid, and such Eligible Executive shall repay to the Company the difference between the two amounts.

12. Section 280G of the Code.

(a) Notwithstanding any other provision of these Guidelines or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Eligible Executive or for the Eligible Executive's benefit pursuant to the terms of these Guidelines or otherwise ("**Covered Payments**") constitute parachute payments ("**Parachute Payments**") within the meaning of Section 280G of the Code and would, but for this Section 12 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Eligible Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "**Reduced Amount**"). "**Net Benefit**" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A of the Code and the following:

(i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Section 409A of the Code shall be reduced first; and

(ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section 12, including whether any payments or benefits are parachute payments, shall be made by the Company (or an accounting firm that the Company selects) in its sole discretion. The Eligible Executive shall provide the Company with such information and documents as the Company may reasonably request in order to make a determination under this Section 12. The Company's determination shall be final and binding on the Eligible Executive.

(d) It is possible that after the determinations and selections made pursuant to this Section 12 the Eligible Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 12 ("*Overpayment*") or less than the amount provided under this Section 12 ("*Underpayment*").

(i) In the event that: (A) the Company determines, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Eligible Executive which the Company believes has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Eligible Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Eligible Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Company, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Eligible Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Eligible Executive until the payment date.

(e) Notwithstanding the foregoing, the Company in its sole discretion may choose to put the Parachute Payments to a shareholder vote in accordance with Section 280G(b)(5)(B) and the regulations promulgated thereunder.

13. GENERAL PROVISIONS.

(a) **Severability.** The invalidity or unenforceability of any provision of these Guidelines shall not affect the validity or enforceability of any other provision of the Guidelines. If any provision of these Guidelines is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, such provision shall be deemed modified, amended and narrowed to the extent necessary to render such provision legal, valid, and enforceable, and the other remaining provisions of these Guidelines shall not be affected but shall remain in full force and effect.

(b) **Headings and Subheadings.** Headings and subheadings contained in these Guidelines are intended solely for convenience and no provision of these Guidelines is to be construed by reference to the heading or subheading of any section or paragraph.

(c) **Unfunded Obligations.** The amounts to be paid to Eligible Executives under these Guidelines are unfunded obligations of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations. Eligible Executives shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

(d) **Successors.** These Guidelines will be binding upon any successor to the Company, its assets, its businesses or its interest, in the same manner and to the same extent that the Company would be obligated under the Guidelines if no succession had taken place. In the case of any transaction in which a successor would not by the foregoing provision or by operation of law be bound by these Guidelines, the Company shall require any successor to the Company to expressly and unconditionally assume these Guidelines in writing and honor the obligations of the Company hereunder, in the same manner and to the same extent that the Company would be required to perform if no succession had taken place. All payments and benefits that become due to an Eligible Executive under these Guidelines will inure to the benefit of his or her heirs, assigns, designees, or legal representatives.

(e) **Transfer and Assignment.** Neither an Eligible Executive nor any other person shall have any right to sell, assign, transfer, pledge, anticipate or otherwise encumber, transfer, hypothecate or convey any amounts payable under these Guidelines prior to the date that such amounts are paid, except that, in the case of an Eligible Executive's death, such amounts shall be paid to his or her estate.

(f) **Waiver.** Any party's failure to enforce any provision or provisions of these Guidelines will not in any way be construed as a waiver of any such provision or provisions, nor prevent any party from thereafter enforcing each and every other provision of the Guidelines.

(g) **Governing Law.** To the extent not pre-empted by federal law, these Guidelines shall be construed in accordance with and governed by the laws of Tennessee without regard to conflicts of law principles.

(h) **Clawback.** Any payment made under the Guidelines shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or similar policy adopted by Change Healthcare Inc., whether in existence as of the Effective Date or later adopted by Change Healthcare Inc.) and (ii) any applicable law or government regulation. Further, unless otherwise determined by the Compensation Committee of Change Healthcare Inc., to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Guidelines for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to Change Healthcare Inc. Change Healthcare Inc. will make any determination for clawback, forfeiture or recovery in its sole discretion and in accordance with any applicable law, government regulation or Change Healthcare Inc. policy, as applicable. By participating in these Guidelines the Participant consents to such deductions being made by Change Healthcare Inc.

(i) **Withholding.** The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

(j) **Section 409A of the Code.**

(i) These Guidelines are intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and administered in accordance with Section 409A of the Code. Notwithstanding any other provision of the Guidelines, payments provided under the Guidelines may only be made upon an event and in a manner that complies with Section 409A of the Code or an applicable exemption. Any payments under the Guidelines that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment or benefit provided under the Guidelines shall be treated as a separate payment. Any payments subject to and not exempt from Section 409A is to be made under the Guidelines upon a termination of employment shall only be made upon a "separation from service" under Section 409A of the Code. Although the Company intends to administer these Guidelines so that they shall comply with the requirements of 409A, the

Company does not represent or warrant that these Guidelines shall comply with Section 409A or any other provision of federal, state, local or non-United States law. The Company, or either of its directors, officers, employees or advisers shall not be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by a Eligible Executive as a result of compensation paid under the Guidelines, and shall have no obligation to indemnify or otherwise protect an Eligible Executive from the obligation to pay any taxes pursuant to Section 409A.

(ii) Notwithstanding any other provision of the Guidelines, if any payment or benefit provided to an Eligible Executive in connection with his or her Qualifying Termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the Eligible Executive is determined to be a “specified employee” as defined in Section 409A(a)(2)(b)(i) of the Code, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Qualifying Termination or, if earlier, on the Eligible Executive’s death (the “**Specified Employee Payment Date**”). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Eligible Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule. Notwithstanding any other provision of the Guidelines, if any payment or benefit is conditioned on the Eligible Executive’s execution of a Release, the first payment shall include all amounts that would otherwise have been paid to the Eligible Executive during the period beginning on the date of the Qualifying Termination and ending on the payment date if no delay had been imposed. If the consideration and revocation period of the Release crosses over two (2) calendar years, then the Severance Benefits shall be paid or begin being paid (taking the preceding sentence into effect), on the later of (A) the first payroll date in the second calendar year, or (B) the first payroll date following the effective date of the Release.

(iii) To the extent required by Section 409A of the Code, each reimbursement or in-kind benefit provided under the Guidelines shall be provided in accordance with the following: (A) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; and (B) any right to reimbursements or in-kind benefits under the Guidelines shall not be subject to liquidation or exchange for another benefit.

SCHEDULE A
Severance Benefits Schedule

U.S Executives (excluding the Chief Executive Officer) in the Executive “E” Career Band

Qualifying Termination Not in Connection with a Change in Control

Base: Eligible Executive shall be eligible to receive a lump sum payment equivalent to twelve (12) months of base salary in effect on the date of the Qualifying Termination.

COBRA Subsidy: Eligible Executive shall be eligible to receive payment of, in lump sum, an amount equivalent to the COBRA health insurance premiums that the Company and Eligible Executive would pay for employees with similar coverage during the twelve (12) month period following Eligible Executive’s termination.

Qualifying Termination in Connection with a Change in Control

If Eligible Executive’s Qualifying Termination occurs upon a Change in Control, or within twelve (12) months after a Change in Control, Eligible Executive shall be eligible to receive a lump sum payment equivalent to the sum of:

- Twelve (12) months of base salary in effect on the date of the Qualifying Termination;
- The bonus Eligible Executive would have received under the Annual Incentive Plan (“AIP”) in effect at the time of such Qualifying Termination, at one times the Eligible Executive’s full target payout rate for the year in which the Qualifying Termination occurs; and
- The COBRA health insurance premiums that the Company and Eligible Executive would pay for employees with similar coverage during the twelve (12) month period following Eligible Executive’s termination;

provided, however, that (i) the sum of the above-described benefits payable to Eligible Executive in connection with a Change in Control may be subject to reduction as described in Section 12 of the Guidelines and/or (ii) in connection with a Change in Control, the Compensation Committee of Change Healthcare Inc. shall have the discretion to make changes to the Guidelines and benefits payable hereunder as the Compensation Committee of Change Healthcare Inc., in its sole discretion, deems to be equitable and appropriate.

Eligibility Exception: In accordance with section 3(d)(iv), twelve (12) months.

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Neil E. de Crescenzo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Change Healthcare Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2019

By: /s/ Neil E. de Crescenzo

Name: Neil E. de Crescenzo

Title: President and Chief Executive Officer of Change Healthcare Inc.

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Fredrik Eliasson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Change Healthcare Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2019

By: /s/ Fredrik Eliasson
Name: Fredrik Eliasson
Title: Executive Vice President and Chief Financial Officer of Change Healthcare Inc.

**Financial Information of Significant Equity Method Investee
Change Healthcare LLC**

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EXPLANATORY NOTE

Unconsolidated Significant Subsidiary

Change Healthcare Inc.'s ("the Company") primary asset is its interest in the Joint Venture which is accounted for using the equity method. As the Company's investment in the Joint Venture is considered to be significant, the Joint Venture's annual financial statements are required to be included as an exhibit to each Company Annual Report on Form 10-K in accordance with SEC Rule 3-09 of Regulation S-X. Given the significance of this investment to the financial position and results of operations of the Company, however, we have elected to include financial information of the Joint Venture in this Quarterly Report on Form 10-Q.

Change Healthcare LLC
Condensed Consolidated Statements of Operations
(unaudited and amounts in thousands, except unit and per unit data)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Revenue:				
Solutions revenue	\$ 738,701	\$ 737,786	\$ 1,535,773	\$ 1,495,491
Postage revenue	57,110	62,404	115,594	127,962
Total revenue	795,811	800,190	1,651,367	1,623,453
Operating expenses:				
Cost of operations (exclusive of depreciation and amortization below)	331,234	327,563	658,181	664,993
Research and development	51,783	51,243	101,122	106,567
Sales, marketing, general and administrative	190,039	207,105	383,312	414,019
Customer postage	57,110	62,404	115,594	127,962
Depreciation and amortization	77,448	69,258	148,764	137,785
Accretion and changes in estimate with related parties, net	3,214	5,932	7,094	9,756
Gain on Sale of the Extended Care Business	—	(111,392)	—	(111,392)
Total operating expenses	710,828	612,113	1,414,067	1,349,690
Operating income (loss)	84,983	188,077	237,300	273,763
Non-operating (income) and expense				
Interest expense, net	69,901	80,677	153,307	159,226
Loss on extinguishment of debt	16,900	—	16,900	—
Contingent consideration	1,700	(72)	909	200
Other, net	(4,386)	(3,849)	(8,164)	(9,381)
Total non-operating (income) and expense	84,115	76,756	162,952	150,045
Income (loss) before income tax provision (benefit)	868	111,321	74,348	123,718
Income tax provision (benefit)	998	(2,119)	2,563	(2,228)
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Net income (loss) per common unit:				
Basic	\$ —	\$ 0.45	\$ 0.25	\$ 0.50
Diluted	\$ —	\$ 0.45	\$ 0.25	\$ 0.50
Weighted average common units outstanding:				
Basic	318,219,028	251,501,744	285,107,046	251,550,892
Diluted	323,970,033	253,333,940	288,809,850	253,390,770

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Statements of Comprehensive Income (Loss)
(unaudited and amounts in thousands)

	<u>Three Months Ended</u>		<u>Six Months Ended</u>	
	<u>September 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>	<u>September 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Other comprehensive income (loss):				
Foreign currency translation adjustment	3,812	1,886	4,568	(6,752)
Changes in fair value of interest rate cap, net of taxes	(3,156)	4,925	(21,254)	7,529
Other comprehensive income (loss)	<u>656</u>	<u>6,811</u>	<u>(16,686)</u>	<u>777</u>
Total comprehensive income (loss)	<u>\$ 526</u>	<u>\$ 120,251</u>	<u>\$ 55,099</u>	<u>\$ 126,723</u>

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Balance Sheets
(unaudited and amounts in thousands)

	<u>September 30,</u> <u>2019</u>	<u>March 31,</u> <u>2019</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 72,992	\$ 47,718
Restricted cash	—	1,176
Accounts receivable, net of allowance for doubtful accounts	675,306	759,502
Contract assets	139,111	—
Prepaid expenses and other current assets	155,019	172,067
Assets held for sale (see Note 14)	<u>29,562</u>	<u>—</u>
Total current assets	1,071,990	980,463
Property and equipment, net	160,305	197,263
Goodwill	3,295,381	3,284,266
Intangible assets, net	1,261,290	1,320,161
Other noncurrent assets, net	<u>500,627</u>	<u>421,985</u>
Total assets	<u>\$ 6,289,593</u>	<u>\$ 6,204,138</u>
Liabilities and members' equity		
Current liabilities:		
Drafts and accounts payable	\$ 64,010	\$ 98,550
Accrued expenses	315,419	316,179
Deferred revenues	337,371	437,636
Due to related parties, net	23,230	34,629
Current portion of long-term debt	<u>26,644</u>	<u>2,789</u>
Total current liabilities	766,674	889,783
Long-term debt, excluding current portion	4,944,395	5,787,150
Deferred income tax liabilities	110,016	106,099
Tax receivable agreement obligations to related parties	199,876	212,698
Other long-term liabilities	112,812	113,194
Commitments and contingencies (see Note 6)		
Members' equity (deficit)	<u>155,820</u>	<u>(904,786)</u>
Total liabilities and members' equity	<u>\$ 6,289,593</u>	<u>\$ 6,204,138</u>

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Statements of Members' Equity (Deficit)
(unaudited and amounts in thousands)

	<u>2019</u>	<u>2018</u>
Balance at March 31	\$ (904,786)	\$ (1,066,180)
Cumulative effect of a change in accounting principle-revenue recognition	159,877	—
Advances to Member	—	(208)
Repurchase of equity awards	—	(4,838)
Capital contribution from Member from exercise of equity awards	—	205
Equity compensation expense	5,862	5,300
Net income (loss)	71,915	12,506
Foreign currency translation adjustment	756	(8,638)
Change in fair value of interest rate cap agreements, net of taxes	(18,098)	2,604
Other	(409)	456
Balance at June 30	\$ (684,883)	\$ (1,058,793)
Advances to Members, net	—	2,844
Repurchase of equity awards	—	(2,249)
Capital contribution from Member from exercise of equity awards	1,139	—
Issuance of LLC units for IPO proceeds	601,429	—
Issuance of tangible equity units	230,154	—
Equity compensation expense	8,565	2,969
Net income (loss)	(130)	113,440
Foreign currency translation adjustment	3,812	1,886
Change in fair value of interest rate cap agreements, net of taxes	(3,156)	4,925
Other	(1,110)	(192)
Balance at September 30	\$ 155,820	\$ (935,170)

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Statements of Cash Flows
(unaudited and amounts in thousands)

	Six Months Ended	
	September 30,	
	2019	2018
Cash flows from operating activities:		
Net income (loss)	\$ 71,785	\$ 125,946
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	148,764	137,785
Amortization of capitalized software developed for sale	6,698	7,378
Accretion and changes in estimate, net	7,094	9,756
Equity compensation	15,207	8,269
Deferred income tax expense (benefit)	1,473	(3,013)
Amortization of debt discount and issuance costs	9,941	10,964
Contingent consideration	909	200
Gain on Sale of the Extended Care Business	—	(111,392)
Loss on extinguishment of debt	16,900	—
Other	(111)	538
Changes in operating assets and liabilities:		
Accounts receivable	54,240	6,730
Contract assets	12,688	—
Prepaid expenses and other	(8,583)	(16,373)
Accounts payable	(15,209)	(32,035)
Accrued expenses and other liabilities	(16,311)	142,707
Deferred revenue	(69,471)	(75,074)
Due to related party, net	(12,150)	15,482
Net cash provided by (used in) operating activities	223,864	227,868
Cash flows from investing activities:		
Capitalized expenditures	(129,847)	(124,631)
Proceeds from Sale of the Extended Care Business	—	160,244
Investments in businesses	(18,946)	—
Net cash provided by (used in) investing activities	(148,793)	35,613
Cash flows from financing activities:		
Payments of third party initial public offering and loan costs	(8,554)	—
Payments under tax receivable agreements with related parties	(27,227)	(25,096)
Payments on Term Loan Facility	(902,750)	(76,500)
Receipts (payments) on derivative instruments	3,109	2,090
Payments of deferred financing obligations	—	(3,432)
Capital contribution from Members from exercise of equity awards	1,139	205
Repurchase of equity awards	—	(5,305)
Proceeds from Change Healthcare Inc. initial public offering	608,679	—
Proceeds from debt issued to Change Healthcare Inc.	47,367	—
Proceeds from forward purchase contract with Change Healthcare Inc.	232,929	—
Advances to and refunds from Change Healthcare Inc.	(2,590)	2,636
Payment of debt issued to Change Healthcare Inc.	(3,621)	—
Other	247	598
Net cash provided by (used in) financing activities	(51,272)	(104,804)
Effect of exchange rate changes on cash and cash equivalents	299	(672)
Net increase (decrease) in cash, cash equivalents and restricted cash	24,098	158,005
Cash, cash equivalents and restricted cash at beginning of period	48,894	50,011
Cash, cash equivalents and restricted cash at end of period	\$ 72,992	\$ 208,016

See accompanying notes to condensed consolidated financial statements.

1. Nature of Business and Organization

Nature of Business

Change Healthcare LLC (the “Joint Venture”), is a leading independent healthcare technology platform that provides data and analytics-driven solutions to improve clinical, financial and patient engagement outcomes in the U.S. healthcare system. The Joint Venture offers a comprehensive suite of software, analytics, technology enabled solutions that drive improved results in the complex workflows of healthcare system payers and providers.

Organization

In June 2016, Change Healthcare Inc., the Joint Venture, Change Healthcare Holdings, LLC, Change Healthcare Intermediate Holdings, LLC, Change Healthcare Performance, Inc. (“Legacy CHC”) and its stockholders—including affiliates of The Blackstone Group, L.P. (“Blackstone”) and Hellman & Friedman LLC (“Hellman & Friedman”)—entered into an Agreement of Contribution and Sale (the “Contribution Agreement”) with McKesson Corporation (“McKesson”, together with Change Healthcare Inc., the “Members”). Under the terms of the Contribution Agreement, the parties agreed to form the Joint Venture, a joint venture that combined the majority of the McKesson Technology Solutions businesses, excluding McKesson’s Enterprise Information Solutions business and RelayHealth Pharmacy Network (such contributed businesses, “Core MTS”) with substantially all of the assets and operations of Legacy CHC, but excluding Legacy CHC’s pharmacy claims switching and prescription routing businesses (such excluded businesses, the “eRx Network” and the businesses contributed by Legacy CHC, together with Core MTS, the “Contributed Businesses”). The creation of the Joint Venture, including the contribution of the Contributed Businesses and related transactions, is collectively referred to as the “Transactions”. The Transactions closed on March 1, 2017.

Basis of Accounting

Due to the existence of shared control among the Members over all major financial and operating decisions of the Joint Venture and its consolidated subsidiaries, the assets and liabilities contributed to the Joint Venture were recognized in the accompanying condensed consolidated financial statements at their historical carrying values (i.e., joint venture accounting).

Change Healthcare Inc. Initial Public Offering

Effective July 1, 2019, Change Healthcare Inc. completed its initial public offering of 49,285,713 of common stock and a concurrent offering of 5,750,000 of tangible equity units (“TEUs”). The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for an additional 49,285,713 units of the Joint Venture (“LLC Units”), which together with the Company’s existing holdings represents an approximately 41% interest in the Joint Venture. The proceeds of the offering of TEUs were used to acquire instruments of the Joint Venture that, in economic terms, substantially mirror the terms of the TEUs included in Change Healthcare Inc.’s offering. The net proceeds received from Change Healthcare Inc. from the offering of common stock and the offering of TEUs were \$603,787 and \$276,633, respectively, and the Joint Venture, in turn, used the proceeds to repay \$805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional \$85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of \$890,000. However, due to the presence of unamortized discounts and debt issuance costs, the Joint Venture recognized a loss on extinguishment of debt of approximately \$15,791 during the three and six months ended September 30, 2019.

Amendment of Revolving Credit Facility

Additionally, in July 2019, the Joint Venture amended its Revolving Credit Facility, the primary effects of which were to increase the maximum amount that can be borrowed from \$500,000 to \$785,000 and to extend the maturity date until July 3, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds \$1,100,000 on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023. In connection with this amendment, a portion of the debt was deemed extinguished, and the Joint Venture recognized a loss on extinguishment of \$1,109 during the three and six months ended September 30, 2019.

2. Basis of Presentation

Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Securities and Exchange Commission (“SEC”) Guidelines, Rules and Regulations (“Regulation S-X”) and, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of results for the unaudited interim periods presented. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted. The results of operations for the interim period are not necessarily indicative of the results to be obtained for the full fiscal year. All intercompany accounts and transactions have been eliminated in the unaudited condensed consolidated financial statements.

Tangible Equity Units

In connection with the initial public offering of Change Healthcare Inc., the Joint Venture completed an offering of TEUs that were issued to Change Healthcare Inc. Each TEU comprises an amortizing note and purchase contract, both of which are freestanding instruments and separate units of account. The amortizing notes were issued at par and are classified as debt on the accompanying condensed consolidated balance sheet, with scheduled principal payments over the next twelve months reflected in current maturities of long-term debt. The purchase contracts are accounted for as prepaid forward contracts and classified as equity. The TEU proceeds and issuance costs were allocated to the amortizing notes and purchase contracts on a relative fair value basis, consistent with the methodology utilized by Change Healthcare Inc. See Note 12 for further discussion.

Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. The Joint Venture bases its estimates on historical experience, current business factors and various other assumptions that the Joint Venture believes are necessary to consider in order to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of revenue and expenses and disclosure of contingent assets and liabilities. The Joint Venture is subject to uncertainties such as the impact of future events, economic, environmental and political factors and changes in the Joint Venture’s business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Joint Venture’s financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as the Joint Venture’s operating environment changes. Such changes in estimates and refinements in estimation methodologies are reflected in the reported results of operations, and, if material, the effects of changes in estimates are disclosed in the notes to the condensed consolidated financial statements. Estimates and assumptions by management affect: the allowance for doubtful accounts; the fair value assigned to assets acquired and liabilities assumed in business combinations; tax receivable agreement obligations; the fair value of interest rate cap agreement obligations; contingent consideration; loss accruals; the carrying value of long-lived assets (including goodwill and intangible assets); the classification and measurement of assets held for sale; the measurement of the components of tangible equity units; the amortization period of long-lived assets (excluding goodwill); the carrying value, capitalization and amortization of software development costs; the provision and benefit for income taxes and related deferred tax accounts; certain accrued expenses; revenue recognition; contingencies; and the value attributed to equity awards.

Allowance for Doubtful Accounts

The allowance for doubtful accounts of \$21,796 and \$20,438 at September 30, 2019 and March 31, 2019, respectively, reflects the Joint Venture’s best estimate of losses inherent in the Joint Venture’s receivables portfolio determined on the basis of historical experience, specific allowances for known troubled accounts and other currently available evidence.

Accounting Pronouncements Not Yet Adopted

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”)No. 2016-02, which generally requires that all lease obligations be recognized on the balance sheet at the present value of the remaining lease payments with a corresponding lease asset. As originally issued, the standard required that companies adopt the standard using the modified retrospective transition method and report a cumulative effect adjustment to the opening balance of retained earnings in the earliest comparative period presented. In July 2018, the FASB issued ASU No. 2018-11 which provides companies with the

option to apply this cumulative effect adjustment to the opening balance of retained earnings in the period of adoption instead of the earliest comparative period presented. This update is scheduled to be effective for the Joint Venture beginning April 1, 2020, with early adoption permitted. The Joint Venture is currently assessing both the method of adoption and the potential effects this update may have on its condensed consolidated financial statements.

In June 2016, the FASB issued ASUNo. 2016-13, as amended by ASUNo. 2018-19, which requires that a financial asset (or group of financial assets) measured at amortized cost be presented at the net amount expected to be collected based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. This update is scheduled to be effective for the Joint Venture beginning April 1, 2021, with early adoption permitted beginning April 1, 2019. The Joint Venture is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASUNo. 2018-13, which modifies the disclosure requirements related to fair value measurements based on the FASB Concepts Statements. This update eliminates certain disclosures, modifies others and, in certain cases, requires additional disclosures. This update is effective for the Joint Venture beginning April 1, 2020, with earlier adoption permitted. The Joint Venture is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASUNo. 2018-15, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This update also requires that the effects of such capitalized costs be classified in the same respective caption of the statement of operations, balance sheet and cash flows as the underlying hosting arrangement. Upon adoption, a company may elect to either retrospectively restate each prior reporting period or apply the update prospectively to all implementation costs incurred after the effective date. This update is scheduled to be effective for the Joint Venture beginning April 1, 2020, with early adoption permitted. The Joint Venture is currently assessing both the method of adoption and the potential effects this update may have on its condensed consolidated financial statements.

Recently Adopted Accounting Pronouncements

In April 2019, the Joint Venture adopted FASB ASUNo. 2018-16, which adds the Overnight Index Swap rate based on the Secured Overnight Financing Rate as a benchmark interest rate for hedging purposes. As the adoption of this update applies only to qualifying new or redesignated hedging relationships entered into following the date of adoption, its adoption has no immediate effect on the Joint Venture's condensed consolidated financial statements.

In April 2019, the Joint Venture adopted FASB ASUNo. 2018-02, which allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017 ("Tax Legislation"). Because the Joint Venture's financial statements do not separately classify the components of members' deficit, the effect of the adoption of this update was limited to the separate disclosure in Note 10 related to the reclassification of such stranded costs from accumulated comprehensive income (loss) to accumulated deficit.

In April 2019, the Joint Venture adopted FASB ASUNo. 2018-07, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Among other provisions, the measurement date for awards to nonemployees changed from the earlier of the date at which a commitment for performance by the counterparty is reached or the date at which performance is complete under the previous guidance to the grant date under this update. Because the Joint Venture's equity-based compensation was previously subject to remeasurement at fair value each quarter under the previous authoritative literature, the effect of the adoption of this update had no material effect on the Joint Venture's condensed consolidated financial statements.

In April 2019, the Joint Venture adopted Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which replaced most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework. Under this revised framework, a company recognizes revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. All of the Joint Venture's revenue is accounted for under ASC 606.

The Joint Venture adopted ASC 606 using the modified retrospective transition method applied only to contracts that were not completed as of the date of initial application. The Joint Venture has also elected the contract modification transition practical expedient, and as a result, will treat all contract modifications entered into prior to adoption date as if they were part of the original

contract. The adoption of the new revenue standard utilizing these transition methods resulted in a cumulative effect adjustment that reduced members' equity (deficit) as of April 1, 2019 by \$159,877. After assessing all potential impacts of adopting the new standard on its consolidated financial statements, related disclosures, and necessary control and process changes, the Joint Venture has noted the following to be the most notable impacts of adopting the new standard:

- Revenue for certain contingent fee service arrangements will be accelerated as revenue for these arrangements is recognized as the services are performed.
- Revenue related to certain time-based software and content license agreements will be accelerated. The license component for certain time-based software will be recognized upon delivery to the customer ("point in time"), or in the case of software that requires significant production, modification or customization, recognized as the implementation work is performed. A non-license component (e.g., technical support) will be recognized over the respective contract terms ("over time").
- Incremental costs to obtain contracts and qualifying costs to fulfill will be capitalized and amortized over the period of benefit. The net result of this change was an increase to capitalized contract costs on the balance sheet; these capitalized costs will be amortized and recognized as expense over an incrementally longer period of time.

The following tables represent the impact of the new standard on the Joint Venture's unaudited financial statements as of and for the three and six months ended September 30, 2019:

	Three Months Ended September 30,				Six Months Ended September 30,			
	2019		2018		2019		2018	
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)
Revenue:								
Solutions revenue	\$ 738,701	\$ 9,945	\$ 748,646	\$ 737,786	\$ 1,535,773	\$ (31,586)	\$ 1,504,187	\$ 1,495,491
Postage revenue	57,110	—	57,110	62,404	115,594	—	115,594	127,962
Total revenue	795,811	9,945	805,756	800,190	1,651,367	(31,586)	1,619,781	1,623,453
Operating expenses:								
Cost of operations (exclusive of depreciation and amortization below)	331,234	996	332,230	327,563	658,181	1,804	659,985	664,993
Research and development	51,783	—	51,783	51,243	101,122	—	101,122	106,567
Sales, marketing, general and administrative	190,039	4,595	194,634	207,105	383,312	9,764	393,076	414,019
Customer postage	57,110	—	57,110	62,404	115,594	—	115,594	127,962
Depreciation and amortization	77,448	—	77,448	69,258	148,764	—	148,764	137,785
Accretion and changes in estimate with related parties, net	3,214	—	3,214	5,932	7,094	—	7,094	9,756
Gain on Sale of the Extended Care Business	—	—	—	(111,392)	—	—	—	(111,392)
Impairment of long-lived assets and related costs	—	—	—	—	—	—	—	—
Total operating expenses	710,828	5,591	716,419	612,113	1,414,067	11,568	1,425,635	1,349,690
Operating income (loss)	84,983	4,354	89,337	188,077	237,300	(43,154)	194,146	273,763
Non-operating (income) and expense								
Interest expense, net	69,901	—	69,901	80,677	153,307	—	153,307	159,226
Loss on extinguishment of debt	16,900	—	16,900	—	16,900	—	16,900	—
Contingent consideration	1,700	—	1,700	(72)	909	—	909	200
Other, net	(4,386)	—	(4,386)	(3,849)	(8,164)	—	(8,164)	(9,381)
Total non-operating (income) and expense	84,115	—	84,115	76,756	162,952	—	162,952	150,045
Income (loss) before income tax provision (benefit)	868	4,354	5,222	111,321	74,348	(43,154)	31,194	123,718
Income tax provision (benefit)	998	(32)	966	(2,119)	2,563	(2,283)	280	(2,228)
Net income (loss)	\$ (130)	\$ 4,386	\$ 4,256	\$ 113,440	\$ 71,785	\$ (40,871)	\$ 30,914	\$ 125,946
Net income (loss) per common unit:								
Basic	\$ —	\$ 0.01	\$ 0.01	\$ 0.45	\$ 0.25	\$ (0.14)	\$ 0.11	\$ 0.50
Diluted	\$ —	\$ 0.01	\$ 0.01	\$ 0.45	\$ 0.25	\$ (0.14)	\$ 0.11	\$ 0.50

	September 30, 2019			March 31, 2019
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)
Assets				
Current assets:				
Cash and cash equivalents	\$ 72,992	\$ —	\$ 72,992	\$ 47,718
Restricted cash	—	—	—	1,176
Accounts receivable, net of allowance for doubtful accounts	675,306	15,814	691,120	759,502
Contract assets	139,111	(139,111)	—	—
Prepaid expenses and other current assets	155,019	20,914	175,933	172,067
Assets held for sale	29,562	—	29,562	—
Total current assets	1,071,990	(102,383)	969,607	980,463
Property and equipment, net	160,305	—	160,305	197,263
Goodwill	3,295,381	—	3,295,381	3,284,266
Intangible assets, net	1,261,290	—	1,261,290	1,320,161
Other noncurrent assets, net	500,627	(40,520)	460,107	421,985
Total assets	\$6,289,593	\$(142,903)	\$6,146,690	\$ 6,204,138
Liabilities and members' equity				
Current liabilities:				
Drafts and accounts payable	\$ 64,010	\$ —	\$ 64,010	\$ 98,550
Accrued expenses	315,419	—	315,419	316,179
Deferred revenues	337,371	57,881	395,252	437,636
Due to related parties, net	23,230	—	23,230	34,629
Current portion of long-term debt	26,644	—	26,644	2,789
Total current liabilities	766,674	57,881	824,555	889,783
Long-term debt, excluding current portion	4,944,395	—	4,944,395	5,787,150
Deferred income tax liabilities	110,016	—	110,016	106,099
Tax receivable agreement obligations to related parties	199,876	—	199,876	212,698
Other long-term liabilities	112,812	—	112,812	113,194
Commitments and contingencies	—	—	—	—
Members' equity (deficit)	155,820	(200,784)	(44,964)	(904,786)
Total liabilities and members' equity	\$6,289,593	\$(142,903)	\$6,146,690	\$ 6,204,138

The adoption of the new standard had an immaterial impact on the Joint Venture's unaudited statement of cash flows for the three and six months ended September 30, 2019. See Note 3, *Revenue Recognition* for more information.

3. Revenue Recognition

The Joint Venture generates most of its solutions revenue by using technology solutions (generally Software as a Service ("SaaS")) to provide services to its customers that automate and simplify business and administrative functions for payers, providers, pharmacies, and channel partners and through the licensing of software, software systems (consisting of software, hardware and maintenance support) and content.

The Joint Venture recognizes revenue when the customer obtains control of the good or service through the Joint Venture satisfying a performance obligation by transferring the promised good or service to the customer.

Principal Revenue Generating Products and Services

Content license subscriptions and time-based software—The Joint Venture’s content license subscriptions and time-based software arrangements provide a license to use a software for a specified period of time. At the end of the contractual period, the customer either renews the license for an additional term or ceases to use the software. Software licenses are typically delivered to the customer with functionality that the customer can benefit from the software on its own or together with readily available resources. As contracts for these solutions generally do not price individual components separately, the Joint Venture allocates the transaction price to the license and ongoing support performance obligations based on standalone selling price (“SSP”), primarily determined by historical value relationships between licenses and ongoing support and updates. Revenue allocated to content license subscriptions and time-based software license agreements is generally recognized at the point-in-time of delivery of the license or the content update upon transfer of control of the underlying license to the customer. Generally, software implementation fees are recognized over the implementation period through an input measure of progress method. Revenue allocated to maintenance and support is recognized ratably over the period covered by the agreements, as passage of time represents a faithful depiction of the transfer of these services. In some cases, software arrangements provide licenses to several software applications that are highly integrated with the implementation services and software updates and cannot function separately. The bundle is a single performance obligation since the individually promised goods and services are not distinct in the context of the contract because the related implementation services significantly modify and customize the software and the updates provided to the integrated software solution are critical to the software’s utility. The related revenue is recognized on a straight-line basis, ratably over the contractual term due to the frequency and criticality of the updates throughout the license period.

Contingent fee services—The Joint Venture provides services to customers in which the transaction price is contingent on future occurrences, such as savings generated or amounts collected on behalf of its customers through the delivery of its services. In some cases, the Joint Venture performs services in advance of invoicing the customer, thereby creating a contract asset. Revenue in these arrangements is estimated and constrained until the Joint Venture determines that it is probable a significant revenue reversal will not occur, and variable consideration is allocated to the performance obligation for which the Joint Venture earns a contingent fee.

Perpetual software licenses—The Joint Venture’s perpetual software arrangements provide a license for a customer to use software in perpetuity. Software licenses are typically delivered to the customer with functionality from which the customer can benefit from the license on its own or together with readily available resources. Perpetual software arrangements are recognized at the time of delivery or through an input measure of progress method over the installation period if the arrangements require significant production or modification or customization of the software. Contracts accounted for through an input measure of progress method are generally measured based on the ratio of labor hours incurred to date to total estimated labor hours to be incurred. Software implementation fees are recognized as the work is performed or under the input method for perpetual software. Hardware revenues are generally recognized upon delivery. Maintenance is recognized ratably over the term of the agreement as passage of time represents a faithful depiction of the transfer of these services.

Professional services—The Joint Venture provides training and consulting services to its customers, and the services may be fixed fee or time and materials based. Consulting services that fall outside of the standard implementation services vary depending on the scope and complexity of the service requested by the customer. Consulting services are deemed to be capable of being distinct from other products and services, and the services are satisfied either at a point of time or over time based on delivery. Training services are usually provided as an optional service to enhance the customer’s experience with a software product or provides additional education surrounding the general topic of the solution. Training services are capable of being distinct from other products and services. The Joint Venture treats training services as a distinct performance obligation, and they are satisfied at a point of time.

Transaction processing services—The Joint Venture provides transaction processing (such as claims processing) services to hospitals, pharmacies and health systems via a cloud-based (SaaS) platform. The promised service is to stand ready to process transactions for our customers over the contractual period on an as needed basis. The revenue related to these services is recognized over time as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed. Any fixed annual fees and implementation fees are recognized ratably over the contract period.

Hosted solutions and software as a service (“SaaS”)—The Joint Venture enters into arrangements whereby the Joint Venture provides the customer access to a Joint Venture-owned software solution, which are generally marketed under annual and multi-year arrangements. The customer is only provided “access” (not a license) to the software application. In these arrangements, the customer does not purchase equipment nor does the customer take physical possession of the software. The related revenue is recognized ratably over the contracted term. For fixed fee arrangements, revenue recognition begins after set-up and implementation are complete. For per-transaction fee arrangements, revenue is recognized as transactions are processed beginning on the service start date.

Contract Balances

The Joint Venture's payment terms vary by customer and product type. For certain products or services, the Joint Venture requires upfront payments before control of the product or service has transferred to the customer. For other products and services, the Joint Venture invoices the customer in arrears after providing the products or services. In addition, for certain contingent fee services, customers are billed in arrears, typically based upon a percentage of collections the Joint Venture makes on the customer's behalf.

Under the new revenue standard, the Joint Venture generally recognizes a contract asset when revenue is recognized in advance of invoicing on a customer contract, unless the right to payment for that revenue is unconditional (i.e. requiring no further performance and only the passage of time). If a right to payment is determined to meet the criteria to be considered 'unconditional', then the Joint Venture will recognize a receivable.

There were no impairment losses recognized on accounts receivable or contract assets during the three and six months ended September 30, 2019.

The Joint Venture records deferred revenues when billings or payments are received from customers in advance of its performance. Deferred revenue is generally recognized when transfer of control to customers occurs. The deferred revenue balance is driven by multiple factors, including the frequency of renewals, invoice timing, and invoice duration. As of September 30, 2019, the Joint Venture expects 94% of the deferred revenue balance to be recognized in one year or less, and approximately \$328,000 of the beginning period balance was recognized during the first six months of fiscal 2020.

Costs to Obtain or Fulfill a Contract

Sales commissions and certain other incentive payments (e.g., bonuses that are contingent solely on obtaining a contract or a pool of contracts) earned by the Joint Venture's sales organization are capitalized as incremental costs to obtain a contract. The Joint Venture typically does not offer commissions on contract renewals. Decremental commissions upon renewal (i.e., non-commensurate with initial commissions) are offered to the Joint Venture's sales associates for certain customers and are not material. Under ASC 606, all commissions and other qualifying incentive payments capitalized are amortized over an expected period of benefit defined as the initial contract term plus anticipated renewals. In contrast, under ASC 605 these capitalized costs were amortized over the specific revenue contract terms, which are typically 12 to 60 months. In making the significant judgment in determining the appropriate period of benefit, the Joint Venture evaluated both qualitative and quantitative factors such as the expected customer relationship period and technology obsolescence. In addition, prior to solution go-live, the Joint Venture incurs certain contract fulfillment costs primarily related to SaaS setup for our clients. These costs are capitalized to the extent they are directly related to a contract, are recoverable, and create a resource used to deliver the Joint Venture's SaaS services. Capitalized costs to fulfill a contract are amortized over the expected period of benefit.

At September 30, 2019, the Joint Venture had capitalized costs to obtain a contract of \$12,407 in prepaid and other current assets and \$67,426 in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$5,098 and \$9,207 of amortization expense related to such capitalized costs, respectively, which is included in the total operating expenses. At September 30, 2019, the Joint Venture had capitalized costs to fulfill a contract of \$1,383 in prepaid and other current assets and \$8,571 in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$313 and \$609 of amortization expense, respectively, related to such capitalized costs, which is included in cost of operations.

Postage Revenues

Postage revenues are the result of providing delivery services to customers in the Joint Venture's payment and communication solutions. Postage revenues are generally billed as a pass-through cost to the Joint Venture's customers. The service is part of a combined performance obligation with the printing and handling services provided to the customer because the postage services are not distinct within the context of the contract. The Joint Venture presents Postage Revenue separately from Solutions Revenue on the consolidated statements of operation as it makes the financial statements more informative for the users. The revenue related to the combined performance obligation of the postage, printing, and handling service is recognized as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed.

Arrangements with Multiple Performance Obligations

The Joint Venture engages in customer arrangements which may include multiple performance obligations, such as any combination of software, hardware, implementation, SaaS-based offerings, consulting services, or maintenance services. For such arrangements, the Joint Venture allocates revenues to each performance obligation on a relative standalone selling price basis. A performance obligation's standalone selling price is determined based on the directly observable prices charged to customers, when available or estimated using other methods such as the adjusted market assessment approach, the expected cost plus a margin approach, or other approaches in cases where distinct performance obligations are not sold separately but instead sold at a bundled price. For performance obligations with historical pricing that is highly variable, the residual approach is used. Such instances primarily relate to the Joint Venture's perpetual software arrangements in which the Joint Venture sells the same products to different customers for a broad range of amounts.

Remaining Performance Obligations

The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) for executed contracts includes deferred revenue and other revenue yet to be recognized from non-cancellable contracts. As of September 30, 2019, the Joint Venture's total remaining performance obligations approximated \$1,347,000, of which approximately 52% is expected to be recognized over the next twelve months, and the remaining 48% thereafter.

In this balance, the Joint Venture does not include the value of unsatisfied performance obligations related to those contracts for which it recognizes revenue at the amount for which it has the right to invoice for services performed. Additionally, this balance does not include revenue related to performance obligations that are part of a contract with an original expected duration of one year or less. Lastly, this balance does not include variable consideration allocated to the individual goods or services in a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. Examples includes variable fees associated with transaction processing and contingent fee services.

Disaggregated Revenue

The Joint Venture disaggregates the revenue from contracts with customers by operating segment as it believes doing so best depicts how the nature, amount, timing and uncertainty of the Joint Venture's revenue are affected by economic factors. See Note 9, *Segment Reporting* for the total revenue disaggregated by operating segment for the three and six months ended September 30, 2019 and 2018.

The Joint Venture's total revenue by disaggregated revenue source was generally consistent for each reportable segment for the three and six months ended September 30, 2019 and 2018.

Customer Incentives

Certain customers, which include the Joint Venture's channel partners, may receive cash-based incentives or rebates based on actual sales and achievement of a cumulative level of sales, which are accounted for as variable consideration. The Joint Venture considers these amounts to be consideration payable to the customer, and therefore, the Joint Venture estimates these amounts based on the expected amount to be provided to customers and reduces the transaction price accordingly.

Practical Expedients and Exemptions

The Joint Venture has elected to utilize either the right to invoice practical expedient or the series-based variable consideration allocation framework for most transaction processing services not subject to contingencies. The Joint Venture also has elected to exclude sales taxes and other similar taxes from the measurement of the transaction price in contracts with customers. Therefore, revenue is recognized net of such taxes.

In certain customer arrangements with customers, the Joint Venture determined there are certain promised goods or services which are immaterial in the context of the contract from both a quantitative and qualitative perspective, and therefore, the goods and services are disregarded when assessing the performance obligations in the customer arrangement.

The Joint Venture has elected to apply the significant financing practical expedient, and as a result, the Joint Venture will not adjust the promised amount of consideration in a customer contract for the effects of a significant financing component when the period of time between when the Joint Venture transfers a promised good or service to a customer and when the customer pays for the good or service will be one year or less.

4. Interest Rate Cap Agreements

Risk Management Objective of Using Derivatives

The Joint Venture is exposed to certain risks arising from both its business operations and economic conditions. The Joint Venture principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Joint Venture manages economic risks, including interest rate, liquidity and credit risk, primarily by managing the amount, sources and duration of its debt funding and the use of derivative financial instruments. Specifically, the Joint Venture enters into derivative financial instruments to manage differences in the amount, timing and duration of the Joint Venture's known or expected cash receipts and its known or expected cash payments principally related to the Joint Venture's borrowings.

Cash Flow Hedges of Interest Rate Risk

The Joint Venture's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Joint Venture primarily uses interest rate cap agreements as part of its interest rate risk management strategy.

In March 2016 and 2017, Legacy CHC and the Joint Venture, respectively, executed annuitized interest rate cap agreements with a combined notional amount of \$650,000 and \$750,000, respectively, to limit the exposure of the variable component of interest rates under the then existing term loan facility or future variable rate indebtedness, each beginning in March 2017 and expiring in March 2020.

In August 2018, the Joint Venture executed additional annuitized interest rate cap agreements with notional amounts of \$500,000 and \$1,500,000, respectively, to limit the exposure of the variable component of interest rates under the term loan facility or future variable rate indebtedness to a maximum of 1.0%. The \$500,000 interest rate cap agreement began effective August 31, 2018 and expires March 31, 2020. The \$1,500,000 interest rate cap agreement begins effective March 31, 2020 and expires December 31, 2021.

As of September 30, 2019, each of the Joint Venture's outstanding interest rate cap agreements was designated as a cash flow hedge of interest rate risk and was determined to be highly effective.

Following the adoption of ASU 2017-12, all changes in the fair value of derivatives designated and that qualify as cash flow hedges are recorded in accumulated other comprehensive income and are subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on the Joint Venture's variable-rate debt. During the twelve months subsequent to September 30, 2019, the Joint Venture estimates that \$16,009 will be reclassified as an increase to interest expense.

The following table summarizes the fair value of the Joint Venture's derivative instruments at September 30, 2019 and March 31, 2019:

Derivative financial instruments designated as hedging instruments:	Fair Values of Derivative Financial Instruments		
	Balance Sheet Location	September 30, 2019	March 31, 2019
Interest rate cap agreements	Prepaid and other current assets	\$ 731	\$ 8,766
Interest rate cap agreements	Accrued expenses	(11,629)	(2,160)
Interest rate cap agreements	Other long-term liabilities	(23,066)	(16,846)
		<u>\$ (33,964)</u>	<u>\$ (10,240)</u>

Tabular Disclosure of the Effect of Derivative Instruments on the Statement of Operations

The effect of the derivative instruments on the accompanying condensed consolidated statements of operations for the three and six months ended September 30, 2019 and 2018 is summarized in the following table:

	Three Months Ended September 30, 2019	Three Months Ended September 30, 2018	Six Months Ended September 30, 2019	Six Months Ended September 30, 2018
Derivative financial instruments in cash flow hedging relationships:				
Gain/ (loss) related to effective portion of derivative financial instruments recognized in other comprehensive income (loss)	\$ (3,635)	\$ 6,218	\$ (20,686)	\$ 11,868
Gain/ (loss) related to portion of derivative financial instruments reclassified from accumulated other comprehensive income (loss) to interest expense	\$ 479	\$ 1,293	\$ (568)	\$ 2,705

Credit Risk-related Contingent Features

The Joint Venture has agreements with each of its derivative counterparties providing that if the Joint Venture defaults on any of its indebtedness, including a default where repayment of the indebtedness has not been accelerated by the lender, then the Joint Venture also could be declared in default on its derivative obligations.

As of September 30, 2019, the termination value of derivative financial instruments in a net liability position, which includes accrued interest but excludes any adjustment for nonperformance risk, was \$35,207. If the Joint Venture had breached any of these provisions at September 30, 2019, the Joint Venture could have been required to settle its obligations under the agreements at this termination value. The Joint Venture does not offset any derivative financial instruments, and the derivative financial instruments are not subject to collateral posting requirements.

5. Fair Value Measurements

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Joint Venture's assets and liabilities that are measured at fair value on a recurring basis consist of the Joint Venture's derivative financial instruments and contingent consideration obligations. The tables below summarize these items as of September 30, 2019 and March 31, 2019, aggregated by the level in the fair value hierarchy within which those measurements fall.

Description	Balance at September 30, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate cap agreements	\$ (33,964)	\$ —	\$ (33,964)	\$ —
Contingent consideration obligations	(4,000)	—	—	(4,000)
Total	\$ (37,964)	\$ —	\$ (33,964)	\$ (4,000)

Description	Balance at March 31, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate cap agreements	\$ (10,240)	\$ —	\$ (10,240)	\$ —
Contingent consideration obligations	(3,091)	—	—	(3,091)
Total	\$ (13,331)	\$ —	\$ (10,240)	\$ (3,091)

The valuation of the Joint Venture's derivative financial instruments is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivative, including the period to maturity, and uses observable market-based inputs, including interest rate curves. The fair value of the interest rate cap agreements is determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments) using the overnight index swap rate as the discount rate.

The Joint Venture incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Joint Venture has considered the impact of netting and any applicable credit enhancements and measures the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Although the Joint Venture has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs to evaluate the likelihood of default by itself and by its counterparties. As of September 30, 2019, the Joint Venture determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Joint Venture determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The valuation of the Joint Venture's contingent consideration obligations was determined using a discounted cash flow method as applied to cash flows determined through a Monte Carlo Simulation. This analysis reflects the contractual terms of the purchase agreements (e.g., minimum and maximum payments, length of earn-out periods, manner of calculating any amounts due, etc.) and utilizes assumptions with regard to future cash flows, probabilities of achieving such future cash flows and a discount rate. Significant increases with respect to assumptions as to future revenue and probabilities of achieving such future revenue would have resulted in a higher fair value measurement while an increase in the discount rate would have resulted in a lower fair value measurement.

The table below presents a reconciliation of the fair value of the liabilities that use significant unobservable inputs (Level 3):

	Three Months Ended September 30, 2019	Three Months Ended September 30, 2018	Six Months Ended September 30, 2019	Six Months Ended September 30, 2018
Balance at beginning of period	\$ (2,300)	\$ (4,172)	\$ (3,091)	\$ (4,000)
Adjustment of provisional amounts	—	—	—	100
Gain/ (loss) included in contingent consideration	(1,700)	72	(909)	(200)
Balance at end of period	<u>\$ (4,000)</u>	<u>\$ (4,100)</u>	<u>\$ (4,000)</u>	<u>\$ (4,100)</u>

Assets and Liabilities Measured at Fair Value upon Initial Recognition

The carrying amount and the estimated fair value of financial instruments held by the Joint Venture at September 30, 2019 and March 31, 2019 were:

	September 30, 2019		March 31, 2019	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Cash and cash equivalents	\$ 72,992	\$ 72,992	\$ 47,718	\$ 47,718
Accounts receivable	\$ 675,306	\$ 675,306	\$ 759,502	\$ 759,502
Senior Credit Facilities (Level 2)	\$3,925,509	\$3,973,284	\$4,804,905	\$4,834,800
Senior Notes (Level 2)	\$ 981,335	\$1,015,000	\$ 979,905	\$ 990,000
Debt component of tangible equity units (Level 2)	\$ 42,069	\$ 43,896	\$ —	\$ —

The carrying amounts of cash equivalents and accounts receivable approximate fair value because of their short-term maturities. The fair value of the Senior Credit Facilities and Senior Notes is based upon market quotes and trades by investors in partial interests of these instruments. The fair value of the debt component of tangible equity units is based on a discounted cash flow analysis.

Investments in Businesses

In December 2018, the Joint Venture purchased \$15,000 of preferred shares of a health care company and \$500 shares in a related company holding certain intellectual property, each of which is classified within Other noncurrent assets, net on the accompanying condensed consolidated balance sheets. Because this investment has no readily determinable fair value, the Joint Venture measures this investment at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. The Joint Venture recognized no changes in the value of this investment during the three and six months ended September 30, 2019.

6. Legal Proceedings

The Joint Venture is subject to various claims with customers and vendors, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of its business.

Government Subpoenas and Investigations

From time to time, the Joint Venture receives subpoenas or requests for information from various government agencies. The Joint Venture generally responds to such subpoenas and requests in a cooperative, thorough and timely manner. These responses sometimes require time and effort and can result in considerable costs being incurred by the Joint Venture. Such subpoenas and requests also can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Joint Venture and other members of the health care industry, as well as to settlements.

Other Matters

Additionally, in the normal course of business, the Joint Venture is involved in various claims and legal proceedings. While the ultimate resolution of ongoing matters has yet to be determined, the Joint Venture does not believe that their outcomes will have a material adverse effect on the Joint Venture's consolidated financial position, results of operations or liquidity.

7. Income Taxes

The Joint Venture is treated as a partnership for income tax purposes and is therefore not subject to U.S. federal income taxes and not subject to most state and local income taxes. Legacy CHC and Change Healthcare Practice Management Solutions, Inc., both wholly owned subsidiaries of the Joint Venture, are subject to U.S. federal, state and local, and non-U.S. corporate income taxes.

The income tax expense for the three months ended September 30, 2019 and income tax benefit for the three months ended September 30, 2018 was \$998 and \$2,119, respectively, which represents an effective tax rate of 115.0% and (1.9%), respectively. The income tax expense for the six months ended September 30, 2019 and income tax benefit for the six months ended September 30, 2018 was \$2,563 and \$2,228, respectively, which represents an effective tax rate of 3.4% and (1.8%), respectively.

Fluctuations in the Joint Venture's reported income tax rates are primarily due to the earnings from partnerships that are passed through to the Members for which the Joint Venture is not subject to tax and benefits recognized as a result of certain incentive tax credits resulting from research and experimental expenditures in both the US and Canada.

8. Tax Receivable Agreement Obligations to Related Parties

Upon the consummation of the Transactions, the Joint Venture assumed obligations related to certain tax receivable agreements (collectively, the "Tax Receivable Agreements") with its current and former owners. Because the assets and obligations of the predecessor businesses were contributed to the Joint Venture at their historical carrying values, these Tax Receivable Agreements are subject to differing accounting models as explained below.

2009—2011 Tax Receivable Agreements

Under the 2009—2011 Tax Receivable Agreements assumed by the Joint Venture in connection with the Transactions, the Joint Venture is obligated to make payments to certain of the former Legacy CHC stockholders, equal to 85% of the applicable cash savings that the Joint Venture expects to realize as a result of tax attributes arising from certain previous transactions. As a result of the covered change of control with respect to the Tax Receivable Agreements that occurred in connection with the Transactions, payments the Joint Venture makes under the 2009—2011 Tax Receivable Agreements are required to be calculated using certain valuation assumptions, including that the Joint Venture will have sufficient taxable income to use the applicable tax attributes and that certain of such tax attributes will be used by the Joint Venture on a pro rata basis from the date of the Transactions (or in certain cases from the date of certain previous transactions) through the expiration of the applicable tax attribute. Because the 2009—2011 Tax Receivable Agreements were previously subject to fair value measurement in connection with a prior business combination transaction, it is recognized at its initial fair value plus recognized accretion to date.

2017 Tax Receivable Agreement

The 2017 Tax Receivable Agreement generally provides for the payment by Change Healthcare Performance, Inc. (a wholly owned subsidiary of the Joint Venture) to affiliates of Blackstone, Hellman & Friedman of 85% of the net cash tax savings realized (or, in certain circumstances, deemed to be realized) in periods ending on or after the Transactions as a result of certain net operating losses and certain other tax attributes of Change Healthcare Performance, Inc. as of the date of the Transactions. The 2017 Tax Receivable Agreement is considered a loss contingency under FASB ASC Topic 450 and is reflected on the accompanying condensed consolidated balance sheet at the amount that is both probable and reasonably estimable with future changes in this value being reflected within pretax income or loss.

McKesson Tax Receivable Agreement

The McKesson Tax Receivable Agreement generally requires payment to affiliates of McKesson (the “McKesson TRA Parties”) of 85% of certain cash tax savings realized (or, in certain circumstances, deemed to be realized) by Change Healthcare Performance, Inc. in periods ending on or after the date on which McKesson ceases to own at least 20% of the Joint Venture as a result of (i) certain amortizable tax basis in assets transferred to Joint Venture at the closing of the Transactions and (ii) imputed interest deductions and certain other tax attributes arising from payments under the McKesson Tax Receivable Agreement. Because payments under the McKesson Tax Receivable Agreement are contingent upon McKesson’s ceasing to own at least 20% of the Joint Venture and such an event was not probable at inception of the McKesson Tax Receivable Agreement or as of September 30, 2019, no related obligation has been reflected on the accompanying condensed consolidated balance sheet.

Based on facts and circumstances at September 30, 2019, the Joint Venture estimates the aggregate payments due under these Tax Receivable Agreements to be as follows:

	2009 - 2011 Tax Receivable Agreements	2017 Tax Receivable Agreement	Total
2020 (remainder)	\$ —	\$ —	\$ —
2021	18,703	1,179	19,882
2022	19,756	1,179	20,935
2023	19,826	41,330	61,156
2024	19,096	19,650	38,746
Thereafter	119,498	52,393	171,891
Gross expected payments	196,879	115,731	312,610
Less: Amounts representing discount	(92,852)	—	(92,852)
Total tax receivable agreement obligations due to related parties	104,027	115,731	219,758
Less: Current portion due (included in due to related parties, net)	(18,703)	(1,179)	(19,882)
Tax receivable agreement long-term obligations due to related parties	<u>\$ 85,324</u>	<u>\$ 114,552</u>	<u>\$ 199,876</u>

The timing and/or amount of aggregate payments due may vary based on a number of factors, including the amount of net operating losses and income tax rates.

9. Segment Reporting

Management views the Joint Venture's operating results based on three reportable segments: (a) Software and Analytics, (b) Network Solutions and (c) Technology-enabled Services. The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies in Note 2 to the Joint Venture's audited consolidated financial statements for the year ended March 31, 2019.

In April 2019, the Joint Venture made certain changes in the way that it manages its business and allocates costs. Specifically, the Joint Venture made the following changes during the period:

- Moved its consumer payments solution from the Network Solutions reportable segment to the Technology-enabled Services reportable segment.
- Moved its consumer engagement solutions from the Software and Analytics reportable segment to the Network Solutions reportable segment.
- Made certain changes in the way that costs are assigned to the reportable segments.

The presentation in the tables that follow has been retrospectively adjusted to reflect the above described changes. The retrospective reclassifications resulted in an impact to revenue and Adjusted EBITDA of less than 2% for each reportable segment.

Software and Analytics

The Software and Analytics segment provides solutions for revenue cycle management, provider network management, payment accuracy, value-based payments, clinical decision support, consumer engagement, risk adjustment and quality performance, and imaging and clinical workflow.

Network Solutions

The Network Solutions segment provides solutions for financial, administrative and clinical transactions, electronic payments and aggregation and analytics of clinical and financial data.

Technology-enabled Services

The Technology-enabled Services segment provides solutions for revenue cycle and practice management, value-based care enablement, communications and payments, pharmacy benefits administration and consulting.

Corporate and Eliminations

Inter-segment revenue and expenses primarily represent claims management and payment and communication solutions provided between segments.

Corporate and eliminations includes pass-through postage costs, management, administrative and certain other shared corporate services costs that are not allocated to the respective reportable segments, as well as eliminations to remove inter-segment revenue and expenses and consolidating adjustments to classify certain rebates paid to channel partners as a reduction of revenue. These administrative costs are excluded from the adjusted EBITDA measure for each respective reportable segment.

Listed below are the revenue and adjusted EBITDA for each of the reportable segments for the three and six months ended September 30, 2019 and 2018. This information is reflected in the manner utilized by management to make operating decisions, assess performance and allocate resources. Such amounts include allocations of corporate shared services functions that are essential to the core operations of the reportable segments such as information technology, operations and product development functions. Segment assets and related depreciation expenses are not presented to management for purposes of operational decision making, and therefore are not included in the accompanying tables.

Three Months Ended September 30, 2019

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 375,789	\$ 124,368	\$ 243,685	\$ (5,141)	\$ 738,701
Postage revenue	—	—	—	57,110	57,110
Inter-segment revenue	339	19,908	439	(20,686)	—
Net revenue	<u>\$ 376,128</u>	<u>\$ 144,276</u>	<u>\$ 244,124</u>	<u>\$ 31,283</u>	<u>\$ 795,811</u>
Adjusted EBITDA	<u>\$ 140,078</u>	<u>\$ 86,500</u>	<u>\$ 44,841</u>	<u>\$ (53,726)</u>	<u>\$ 217,693</u>
Equity compensation					9,345
Acquisition accounting adjustments					553
Acquisition and divestiture-related costs					414
Integration and related costs					19,781
Management fees and related costs					2,413
Strategic initiatives, duplicative and transition costs					6,120
Severance costs					2,929
Accretion and changes in estimate with related parties, net					3,214
Impairment of long-lived assets and other exit related costs					—
Contingent consideration					1,700
Loss on Extinguishment of Debt					16,900
Other non-routine, net					2,858
EBITDA Adjustments					<u>66,227</u>
EBITDA					151,466
Interest expense					69,901
Depreciation and amortization					77,448
Amortization of capitalized software developed for sale					3,249
Income (loss) before income tax provision (benefit)					<u>\$ 868</u>

Six Months Ended September 30, 2019

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 812,904	\$ 246,121	\$ 487,293	\$ (10,545)	\$ 1,535,773
Postage revenue	—	—	—	115,594	115,594
Inter-segment revenue	568	39,767	821	(41,156)	—
Net revenue	<u>\$ 813,472</u>	<u>\$ 285,888</u>	<u>\$ 488,114</u>	<u>\$ 63,893</u>	<u>\$ 1,651,367</u>
Adjusted EBITDA	<u>\$ 342,393</u>	<u>\$ 171,472</u>	<u>\$ 89,992</u>	<u>\$ (105,108)</u>	<u>\$ 498,749</u>
Equity compensation					15,207
Acquisition accounting adjustments					927
Acquisition and divestiture-related costs					1,073
Integration and related costs					45,507
Management fees and related costs					5,060
Strategic initiatives, duplicative and transition costs					9,688
Severance costs					10,099
Accretion and changes in estimate with related parties, net					7,094
Impairment of long-lived assets and other exit related costs					(840)
Contingent consideration					909
Loss on Extinguishment of Debt					16,900
Other non-routine, net					4,008
EBITDA Adjustments					<u>115,632</u>
EBITDA					383,117
Interest expense					153,307
Depreciation and amortization					148,764
Amortization of capitalized software developed for sale					6,698
Income (loss) before income tax provision (benefit)					<u>\$ 74,348</u>

Three Months Ended September 30, 2018

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 379,998	\$ 121,302	\$ 242,408	\$ (5,922)	\$ 737,786
Postage revenue	—	—	—	62,404	62,404
Inter-segment revenue	3,512	15,020	935	(19,467)	—
Net revenue	<u>\$ 383,510</u>	<u>\$ 136,322</u>	<u>\$ 243,343</u>	<u>\$ 37,015</u>	<u>\$ 800,190</u>
Adjusted EBITDA	<u>\$ 139,419</u>	<u>\$ 83,612</u>	<u>\$ 39,181</u>	<u>\$ (46,261)</u>	<u>\$ 215,951</u>
Equity compensation					2,959
Acquisition accounting adjustments					555
Acquisition and divestiture-related costs					3,319
Integration and related costs					26,291
Strategic initiatives, duplicative and transition costs					8,348
Severance costs					2,339
Costs related to recently issued accounting standards					1,772
Accretion and changes in estimate with related parties, net					5,932
Management fees and related costs					2,607
Impairment of long-lived assets and other exit related costs					2,343
Gain on Sale of extended care business					(111,392)
Contingent consideration					—
Other non-routine, net					<u>6,004</u>
EBITDA Adjustments					<u>(48,923)</u>
EBITDA					264,874
Interest expense					80,677
Depreciation and amortization					69,258
Amortization of capitalized software developed for sale					<u>3,618</u>
Income (loss) before income tax provision (benefit)					<u>\$ 111,321</u>

Six Months Ended September 30, 2018

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 772,826	\$ 241,892	\$ 491,436	\$ (10,663)	\$ 1,495,491
Postage revenue	—	—	—	127,962	127,962
Inter-segment revenue	7,086	31,033	1,902	(40,021)	—
Net revenue	<u>\$ 779,912</u>	<u>\$ 272,925</u>	<u>\$ 493,338</u>	<u>\$ 77,278</u>	<u>\$ 1,623,453</u>
Adjusted EBITDA	<u>\$ 282,056</u>	<u>\$ 165,849</u>	<u>\$ 89,154</u>	<u>\$ (93,318)</u>	<u>\$ 443,741</u>
Equity compensation					8,259
Acquisition accounting adjustments					2,540
Acquisition and divestiture-related costs					7,507
Integration and related costs					47,242
Strategic initiatives, duplicative and transition costs					19,122
Severance costs					10,015
Costs related to recently issued accounting standards					5,513
Accretion and changes in estimate with related parties, net					9,756
Management fees and related costs					5,284
Impairment of long-lived assets and other exit related costs					3,360
Gain on Sale of extended care business					(111,392)
Contingent consideration					272
Other non-routine, net					8,156
EBITDA Adjustments					<u>15,634</u>
EBITDA					428,107
Interest expense					159,226
Depreciation and amortization					137,785
Amortization of capitalized software developed for sale					7,378
Income (loss) before income tax provision (benefit)					<u>\$ 123,718</u>

10. Accumulated Other Comprehensive Income (Loss)

The following is a summary of the accumulated other comprehensive income (loss) balances, net of taxes, and related changes for each of the quarterly periods in the three and six months ended September 30, 2019 and 2018.

	Foreign Currency Translation Adjustment	Cash Flow Hedge	Accumulated Other Comprehensive Income (Loss)
Balance at March 31, 2018	\$ (14,823)	\$ 6,218	\$ (8,605)
Cumulative effect of accounting change	—	1,633	1,633
Change associated with foreign currency translation	(8,638)	—	(8,638)
Change associated with current period hedging	—	4,016	4,016
Reclassification into earnings	—	(1,412)	(1,412)
Balance at June 30, 2018	\$ (23,461)	\$ 10,455	\$ (13,006)
Cumulative effect of accounting change	—	—	—
Change associated with foreign currency translation	1,886	—	1,886
Change associated with current period hedging	—	6,218	6,218
Reclassification into earnings	—	(1,293)	(1,293)
Balance at September 30, 2018	\$ (21,575)	\$ 15,380	\$ (6,195)
Balance at March 31, 2019	\$ (24,263)	\$ (10,769)	\$ (35,032)
Reclassification of stranded tax effects as a result of the Tax Legislation	—	(1,406)	(1,406)
Change associated with foreign currency translation	756	—	756
Change associated with current period hedging	—	(17,051)	(17,051)
Reclassification into earnings	—	(1,047)	(1,047)
Balance at June 30, 2019	\$ (23,507)	\$ (30,273)	\$ (53,780)
Change associated with foreign currency translation	3,812	—	3,812
Change associated with current period hedging	—	(3,635)	(3,635)
Reclassification into earnings	—	479	479
Balance at September 30, 2019	\$ (19,695)	\$ (33,429)	\$ (53,124)

11. Equity Based Compensation

Following Change Healthcare Inc.'s initial public offering, Change Healthcare Inc. adopted the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which 25.0 million shares of the Change Healthcare Inc.'s stock have been reserved for issuance to employees, directors and consultants of Change Healthcare Inc., the Joint Venture and its affiliates.

In connection with the Omnibus Incentive Plan, Change Healthcare Inc., during the three months ended September 30, 2019, granted to the Joint Venture's employees and directors one or a combination of time-vesting restricted stock units (RSUs), time-vesting deferred stock units, performance stock units, and cash settled restricted stock units under vesting terms that generally vary from one to four years from the date of grant. Each of these instruments are described below.

Restricted Stock Units ("RSUs")—Change Healthcare Inc. granted 4,436,758 RSUs during the three months ended September 30, 2019. The RSUs are subject to either a graded vesting schedule over four years or a one or four year cliff vesting schedule, depending on the terms of the specific award. Upon vesting, the RSUs are exchanged for shares of the Change Healthcare Inc.'s common stock.

Performance Stock Units ("PSUs")—Change Healthcare Inc. granted 1,079,621 PSUs during the three months ended September 30, 2019. The PSUs consist of two tranches, one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Revenue growth rate over a three year period in comparison to a target percentage and one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Adjusted EBITDA growth rate over a three year period in comparison to a target percentage. The awards earned upon satisfaction of the performance conditions become vested on the fourth anniversary of the vesting commencement date of the award (i.e. continued service is required beyond the satisfaction of the performance condition prior to vesting). The Joint Venture recognizes compensation expense for the PSUs based on the number of awards that are considered probable to vest. Recognition of expense is based on the probability of achievement of performance targets and is periodically reevaluated.

Cash Settled Restricted Stock Units ("CSRSUs")—Change Healthcare Inc. granted 597,006 CSRSUs during the three months ended September 30, 2019. The CSRSUs are expected to vest ratably over three years. Upon vesting, however, Change Healthcare Inc. is required to pay cash in settlement of such CSRSUs based on their fair value at the date such CSRSUs vest.

Deferred Stock Units ("DSUs")—Change Healthcare Inc. granted 45,704 DSUs during the three months ended September 30, 2019. The DSUs vest 100% upon the one-year anniversary of the date of grant. Unlike the RSUs, however, the DSUs are exchanged for shares of the Change Healthcare Inc.'s common stock only following the participant's separation from service.

During the three and six months ended September 30, the Joint Venture recognized compensation expense of \$6,096 related to awards granted under the 2019 Plan. At September 30, 2019, aggregate unrecognized compensation expense of the Joint Venture related to awards granted under the 2019 Plan was \$87,211.

12. Tangible Equity Units

In July 2019, Change Healthcare Inc. completed its offering of 5,750,000 TEUs. Each TEU, which had a stated amount of \$50, was comprised of a prepaid stock purchase contract and a senior amortizing note due June 30, 2022. Change Healthcare Inc. allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. Change Healthcare Inc. invested the net proceeds of each in a unit purchase contract and a debt instrument of the Joint Venture on terms that substantially mirror the economics of the TEUs, resulting in net proceeds to the Joint Venture of \$276,633 after consideration of underwriting discounts and third party costs that were allocated between the unit purchase contract and debt instrument consistent with the allocation utilized by Change Healthcare Inc. Under these mirrored arrangements, the Joint Venture is required to make cash payments or to transfer LLC Units to Change Healthcare Inc. concurrent with any cash payments or issuance of shares by Change Healthcare Inc. pursuant to the terms of its TEUs.

With respect to the mirrored debt arrangement, the Joint Venture agreed to pay Change Healthcare Inc. an aggregate principal amount of \$47,367 in quarterly installments of principal and interest (5.5% per year) on March 30, June 30, September 30, and December 30 of each year through June 30, 2022. Such amounts have been classified with debt on the accompanying consolidated balance sheets.

With respect to the mirrored unit purchase contract, the Joint Venture agreed to issue LLC Units to Change Healthcare Inc. in an amount equal to the number of shares of common stock issued by Change Healthcare Inc. to holders of its purchase contract and at the time of delivery of such common stock to such holders. Such amounts have been classified within Member's deficit on the accompanying consolidated balance sheets.

Because the economics of the unit purchase contract are intended to mirror the purchase contracts issued by Change Healthcare Inc., the Joint Venture expects to deliver between 18,429,325 LLC Units and 22,115,075 LLC Units, subject to adjustment, based on the Applicable Market Value (as defined below) of Change Healthcare Inc.'s common stock as described below:

- If the Applicable Market Value of Change Healthcare Inc.'s common stock is greater than \$15.60 per share, holders will receive 3.2051 shares of common stock per purchase contract and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.
- If the Applicable Market Value is less than or equal to \$15.60 per share but greater than or equal to \$13.00 per share, the holder will receive a number of shares of the Company's common stock per purchase contract equal to \$50, divided by the Applicable Market Value and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.; and
- If the Applicable Market Value is less than \$13.00 per share, the holder will receive 3.8461 shares of common stock per purchase contract and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of the Company's common stock over the twenty consecutive trading day period immediately preceding the balance sheet date, or June 30, 2022, for settlement of the stock purchase contracts.

The unit purchase contract has a dilutive effect on the Change Healthcare Inc.'s net income (loss) per unit. The 18,429,325 minimum LLC Units to be issued are included in the calculation of basic net income (loss) per unit. The difference between the minimum LLC Units and the maximum LLC Units are potentially dilutive securities, and accordingly, will be included in the Joint Venture's diluted net income (loss) per unit on a pro rata basis to the extent the Applicable Market Value is higher than \$13.00 but is less than \$15.60 at period end.

13. Net Income (Loss) per Common Unit

The following table sets forth the computation of basic and diluted net income (loss) per common unit:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Basic net income per common unit:				
Numerator:				
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Denominator:				
Weighted average common units outstanding	299,789,703	251,501,744	275,892,383	251,550,892
Minimum units issuable under purchase contracts	18,429,325	—	9,214,663	—
	<u>318,219,028</u>	<u>251,501,744</u>	<u>285,107,046</u>	<u>251,550,892</u>
Basic net income (loss) per common unit	<u>\$ —</u>	<u>\$ 0.45</u>	<u>\$ 0.25</u>	<u>\$ 0.50</u>
Diluted net income per common unit:				
Numerator:				
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Denominator:				
Number of shares used in basic computation	318,219,028	251,501,744	285,107,046	251,550,892
Weighted average effect of dilutive securities				
Add:				
Dilutive units issuable under unit purchase contracts	3,685,750	—	1,842,875	—
Reimbursement units issuable to Change Healthcare Inc.	2,065,255	1,832,196	1,859,929	1,839,878
	<u>323,970,033</u>	<u>253,333,940</u>	<u>288,809,850</u>	<u>253,390,770</u>
Diluted net income (loss) per common unit	<u>\$ —</u>	<u>\$ 0.45</u>	<u>\$ 0.25</u>	<u>\$ 0.50</u>

14. Asset Held for Sale

During the three months ended September 30, 2019, the Joint Venture committed to a plan to sell its Alpharetta, GA office property in an effort to reduce its real estate footprint. The Joint Venture expects to complete a sale of the property during its fiscal third quarter and recognize an immaterial gain on sale. As of September 30, 2019, the property had a carrying value of \$29,562. As a result of this contemplated sale transaction, the Joint Venture has classified the property as an asset held for sale on the accompanying condensed consolidated balance sheet at September 30, 2019.

15. Subsequent Events*Agreement to Sell Office Building*

In October 2019, the Joint Venture executed an agreement for the sale of its Alpharetta, GA office property for proceeds of approximately \$31,500. The sale is expected to be completed during the third quarter of the Joint Venture's fiscal year. The Joint Venture expects to recognize a gain of an immaterial amount as a result of this sale.

The Joint Venture has evaluated subsequent events through November 14, 2019, the date the financial statements were available to be issued.



Officers of Change Healthcare Technology Enabled Services

Change Healthcare Officers		
Officer	Title	Address
Neil E. de Crescenzo	President and Chief Executive Officer	3055 Lebanon Pike, Suite 1000 Nashville, TN 37214
Thomas Laur	Vice President	275 Grove Street, Suite I-310 Newton, MA 02466
Dennis Robbins	Vice President, Finance	3055 Lebanon Pike, Suite 1000 Nashville, TN 37214
Derrick Kirkwood	Vice President, Tax	3055 Lebanon Pike, Suite 1000 Nashville, TN 37214
Loretta Cecil	Secretary	5995 Windward Parkway Alpharetta, GA 30005
Carrie Ratliff	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305
Joe Ashkouti	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305

COUNTY OF NASSAU

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

1. Name of the Entity: Change Healthcare Technology Enabled Services LLC

Address: 3055 Lebanon Pike

City: Nashville State: TN Zip Code: 37214

2. Entity's Vendor Identification Number: 581953146

3. Type of Business: Ltd. Liability Co (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):

2 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

On June 27, 2019, Change Healthcare became a public company. Information related to this request is in the process of being updated. To check information on our financials, please visit the Financials link on our website: <https://ir.changehealthcare.com/financial-information>.

No shareholders, members, or partners have been attached to this form.

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.

Change Healthcare Technology Enabled Services LLC is a subsidiary of Change Healthcare, LLC.

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.

Are there lobbyists involved in this matter?

YES NO

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

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

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

--

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.

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Dated: 01/02/2020 01:41:07 PM

Title: Chief Commercial Officer, TES

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



Officers of Change Healthcare Technology Enabled Services

Change Healthcare Officers	
Officer	Title
Neil E. de Crescenzo	President and Chief Executive Officer
Thomas Laur	Vice President
Dennis Robbins	Vice President, Finance
Derrick Kirkwood	Vice President, Tax
Loretta Cecil	Secretary
Carrie Ratliff	Assistant Secretary
Joe Ashkouti	Assistant Secretary



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Carrie Ratliff	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305
Joe Ashkouti	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Change Healthcare Practice Management Solutions Inc., a corporation authorized to do business in the State of New York, having its principal office at 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **COPD13000013** between the County and the Contractor, executed on behalf of the County on November 12, 2013, as amended, and as assigned by MED3000, Inc. effective as of March 1, 2018 (the "Original Agreement"), the Contractor provides the recording and transmission of pre-hospital care reports and billing and fee collection services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 11, 2013 until August 10, 2019 (the "Original Term"); and

WHEREAS, the County has issued RFP No. PD0215-1911 for Ambulance Billing Services, and is currently in the process of finalizing a new contract award for these Services; and

WHEREAS, the Department desires to extend the Term of the Original Agreement to avoid a disruption of the Services in connection with the termination of the Original Agreement and transition to a new contract; and

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

1. Term. The Term of the Original Agreement shall be extended by nine (9) months and twenty-one (21) days, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be May 31, 2020. JJW MAC
2. Full Force and Effect. All 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 Left Intentionally Blank.]

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

Change Healthcare Practice Management Solutions, Inc.

By: Christie R
Name: Christine Bille
Title: SVP CFO T&S
Date: 10/11/19

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK



E-113-19

NIFS ID:CLPD19000008 Department: Police Dept.

Capital:

SERVICE: Ambulance billing services

Contract ID #:CQPD13000013 NIFS Entry Date: 02-MAY-19 Term: from 11-FEB-19 to 10-AUG-19

Amendment
Time Extension: X
Addl. Funds:
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: Change Healthcare Practice Management Solutions, Inc.	Vendor ID#: 232939847
Address: 3055 Lebanon Pike, Suite 1000 Nashville, TN 37214	Contact Person: Morris Maybruch
	Phone: 845-368-4800

Department:
Contact Name: Jaclyn Delle, Legal Bureau
Address: 1 West St. Mineola, NY 11501
Phone: 516-571-3054

Routing Slip

Department	NIFS Entry: X	03-MAY-19 -- JDELLEPD
Department	NIFS Approval: X	03-MAY-19 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	10-MAY-19 -- IQURESHI
OMB	NIFS Approval: X	07-MAY-19 -- JNOGID
County Atty.	Insurance Verification: X	03-MAY-19 -- AAMATO
County Atty.	Approval to Form: X	03-MAY-19 -- DMCDERMOTT

CPO	Approval: X	13-MAY-19 -- KOHAGENCE
DCEC	Approval: X	13-MAY-19 -- JCHIARA
Dep. CE	Approval: X	17-MAY-19 -- TFOX
Leg. Affairs	Approval/Review: X	23-MAY-19 -- JSCHANTZ
Legislature	Approval: X	05-JUN-19 -- LVOCATURA
Comptroller	Deputy: X	09-JUL-19 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to existing contract to extend term by six (6) months.
Method of Procurement: Contract amendment. Please see procurement history below.
Procurement History: Request for Proposals ("RFP") issued on October 11, 2012. A new RFP was issued for these services, and the Department is currently in the process of reviewing responses. This extension is to ensure a smooth transition to a new contract, without a gap in these necessary services.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: 0.01 (revenue contract)
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH	Revenue		6	PDPDH1484/DE500	\$ 0.01
Control:	PD10	Contract:				\$ 0.00
Resp:	PDPDH1484	County	\$ 0.01			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						



E-113-19

NIFS ID:CLPD19000008 Department: Police Dept.

Capital:

SERVICE: Ambulance billing services

Contract ID #:CQPD13000013 NIFS Entry Date: 02-MAY-19 Term: from 11-FEB-19 to 10-AUG-19

Amendment
Time Extension: X
Addl. Funds:
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: Change Healthcare Practice Management Solutions, Inc.	Vendor ID#: 232939847
Address: 3055 Lebanon Pike, Suite 1000 Nashville, TN 37214	Contact Person: Morris Maybruch
	Phone: 845-368-4800

Department:	
Contact Name: Jaclyn Delle, Legal Bureau	
Address: 1 West St. Mineola, NY 11501	
Phone: 516-571-3054	

2019 MAY 22 10:13:11
 WESTCHESTER COUNTY, NY

Routing Slip

Department	NIFS Entry: X	03-MAY-19 -- JDELLEPD
Department	NIFS Approval: X	03-MAY-19 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	10-MAY-19 -- IOURESHI
OMB	NIFS Approval: X	07-MAY-19 -- JNOGID
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Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

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Procurement History: Request for Proposals ("RFP") issued on October 11, 2012. A new RFP was issued for these services, and the Department is currently in the process of reviewing responses. This extension is to ensure a smooth transition to a new contract, without a gap in these necessary services.
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Impact on Funding / Price Analysis: 0.01 (revenue contract)
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

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Resp:	PDPDH1484	County	\$ 0.01			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
⁰ / ₆	increase					
⁰ / ₆	Decrease					

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

1. Vendor: Change Healthcare Practice Management Solutions, Inc.

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

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: 02/11/2019-08/10/2019

Has work or services on this contract commenced? Y _____

If yes, please explain: Services continuing as amendment is routed through approvals.

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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:

Amendment to existing contract to extend term by six (6) months.

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 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.

IQURESHI

10-MAY-19

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

E-113-19

RULES RESOLUTION NO. 155-2019

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 POLICE DEPARTMENT, AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. (FORMERLY MED3000, INC.)

Approved by the Rules Committee
Nassau County Legislature
By Order of _____ 6-3-19
Date 7 _____
7 _____

WHEREAS, the County has negotiated an amendment to a personal services agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.), extending the term of the Agreement, 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 amended agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.).

Jack Schnirman
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: Change Healthcare Practice Management Solutions, Inc.

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Suite 1000, Nashville Tennessee 37214

FEDERAL TAX ID #: 232939847

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

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

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

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

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

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

The contract was originally executed by Nassau County on November 12, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued on October 11, 2012. Proposals were due on December 28, 2012. Six proposals were received and were scored and ranked. Change Healthcare (formerly known as "Med3000") was selected as the highest ranking proposer. The County issued

a new RFP for these services on February 15, 2013, 4 proposals are currently being evaluated. This extension is to ensure a smooth transition of services to a new contract. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

6/2/2019

Date

AMENDMENT NO. 3

AMENDMENT, (together with any appendices or exhibits hereto, this "Amendment") made as of the date this Amendment is last executed by the parties hereto, 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 Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 ("the Department"), and (ii) Change Healthcare Practice Management Solutions Inc., a Delaware corporation having its principal office at 3055 Lebanon Pike, Suite 1000, Nashville TN 37214 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD13000013 between the County and the Contractor, executed on behalf of the County on November 12, 2013, as amended and as assigned by MED3000, Inc., effective as of March 1, 2018 (the "Original Contract"), the Contractor provides the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 11, 2013 through February 10, 2019 (the "Term"), unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, the County has issued RFP No. PD0215-1911 for Ambulance Billing Services, and is currently reviewing proposals in anticipation of an award of a new contract for these Services; and

WHEREAS, the County desires to extend the Term of the Original Agreement to minimize disruption of the Services in connection with the termination of the Original Agreement and the transition to a new contract.

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

1. Term. The Term of the Original Agreement shall be extended by six (6) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be August 10, 2019.

2. Compliance with Law. Section 7 of the Original Agreement is hereby amended to add the following subsections:

(f) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein,

"anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(g) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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 Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CHANGE HEALTHCARE PRACTICE
MANAGEMENT SOLUTIONS INC.

By: Christine Rice
Name: Christine Rice
Title: SVP CFO -IES
Date: 4/11/19

NASSAU COUNTY

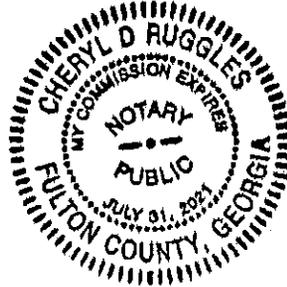
By: Tatum J. Fox
Name: Tatum J. Fox
Title: DCE
Date: 7/12/19

PLEASE EXECUTE IN BLUE INK

GEORGIA
STATE OF ~~NEW YORK~~)
FULTON)ss.:
COUNTY OF ~~NASSAU~~)

On the 11 day of APRIL in the year 2019 before me personally came CHRISTINE RICE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of CHEROKEE; that he or she is the SVP, CFO of CHANGE HEALTHCARE PRACTICE CORPORATION, MANAGEMENT SOLUTIONS, INC. 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.

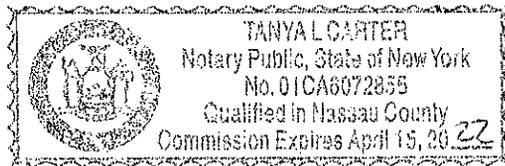
C Cheryl D. Ruggles
NOTARY PUBLIC



STATE OF NEW YORK)
COUNTY OF NASSAU)

On the 12 day of JULY in the year 2019 before me personally came Tatum J. Fox 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.

Carol Carter
NOTARY PUBLIC







E-84-18

NIFS ID:CLPD18000003 Department: Police Dept.

Capital:

SERVICE: EMERGENCY AMBULANCE BILLING

Contract ID #:CQPD13000013 NIFS Entry Date: 05-JUN-18 Term: from 11-FEB-13 to 10-FEB-19

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: Change Healthcare Practice Management Solutions Inc. (formerly Med3000 Inc)	Vendor ID#: 232939847
Address: 3055 Lebanon Pike, Suite 1000 Nashville, TN 37214	Contact Person: Morris Maybruch
	Phone: 845-368-4800

Department:	
Contact Name: GAIL MCGRATH-GOUGH	
Address: NASSAU COUNTY POLICE DEPARTMENT 1490 FRANKLIN AVE- ROOM 250 MINEOLA, NEW YORK 11501	
Phone: 516-573-7150	

Routing Slip

Department	NIFS Entry: X	11-JUN-18 -- GMCGRATHGOUGH
Department	NIFS Approval: X	11-JUN-18 -- GMCGRATHGOUGH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-JUN-18 -- APERSICH
OMB	NIFS Approval: X	11-JUN-18 -- WCOTE
County Atty.	Insurance Verification: X	15-JUN-18 -- NSARANDIS
County Atty.	Approval to Form: X	12-JUN-18 -- DMCDERMOTT

Dep. CE	Approval: X	11-JUL-18 -- TFOX
Leg. Affairs	Approval/Review: X	15-JUN-18 -- MREYNOLDS
Legislature	Approval: X	23-JUL-18 -- LVOCATURA
Comptroller	NIFS Approval: X	20-AUG-18 -- RBURKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: To extend contract and encumber additional funds for Emergency Ambulance Billing
Method of Procurement: Request for proposals issued on October 11, 2012
Procurement History: Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc., has provided this service since February 11, 2013 when the contract was executed under CQPD13000013.
Description of General Provisions: Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc., will provide ambulance billing services for the Department as well as providing the Department with the ability to prepare electronic PCRs
Impact on Funding / Price Analysis: Emergency Ambulance billing is revenue generating, No maximum dollar amount ceiling. additional funds \$750,000. 2017 Revenue amount \$23,381,779. This contract earns approximately \$20 million annually.
Change in Contract from Prior Procurement: Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH	Revenue		3	PDPDH1484/DE500	\$ 750,000.00
Control:	PD10	Contract:				\$ 0.00
Resp:	PDPDH1484	County	\$ 750,000.00			\$ 0.00
Object:	DE500.	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 750,000.00		TOTAL	\$ 750,000.00

RENEWAL	
1% Increase	
0% Decrease	



E-84-18

NIFS ID:CLPD1800003 Department: Police Dept.

Capital: SERVICE: EMERGENCY AMBULANCE BILLING

Contract ID #:CQPD13000013 NIFS Entry Date: 05-JUN-18 Term: from 11-FEB-13 to 10-FEB-19

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: Change Healthcare Practice Management Solutions Inc. (formerly Med3000 Inc)	Vendor ID#: 232939847
Address: 3055 Lebanon Pike, Suite 1000 Nashville, TN 37214	Contact Person: Morris Maybruch
	Phone: 845-368-4800

Department:
Contact Name: GAIL MCGRATH-GOUGH
Address: NASSAU COUNTY POLICE DEPARTMENT 1490 FRANKLIN AVE- ROOM 250 MINEOLA, NEW YORK 11501
Phone: 516-573-7150

Routing Slip

Department	NIFS Entry: X	11-JUN-18 -- GMCGRATHGOUGH
Department	NIFS Approval: X	11-JUN-18 -- GMCGRATHGOUGH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-JUN-18 -- APERSICH
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Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To extend contract and encumber additional funds for Emergency Ambulance Billing
Method of Procurement: Request for proposals issued on October 11, 2012
Procurement History: Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc., has provided this service since February 11, 2013 when the contract was executed under CQPD13000013.
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Change in Contract from Prior Procurement: Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc.
Recommendation: (approve as submitted)

Advisement Information

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Fund:	PDH	Revenue		3	PDPDH1484/DE500	\$ 750,000.00
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Resp:	PDPDH1484	County:	\$ 750,000.00			\$ 0.00
Object:	DE500	Federal:	\$ 0.00			\$ 0.00
Transaction:	109	State:	\$ 0.00			\$ 0.00
Project #:		Capital:	\$ 0.00			\$ 0.00
Detail:		Other:	\$ 0.00			\$ 0.00
RENEWAL		TOTAL:	\$ 750,000.00		TOTAL:	\$ 750,000.00
" "						
Increase						
" "						
Decrease						

E-84-18

RULES RESOLUTION NO. 115-2018

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 POLICE DEPARTMENT AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. (FORMERLY MED3000, INC.)

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-23-18
VOTING: 7 yeas 0 abstained 0 recused 0
7 Legislators present

WHEREAS, the County has negotiated an amendment to a personal services agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.), extending the term of the Agreement, 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 amended agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.).

Jack Schnirman
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: Change Healthcare Practice Solutions (formerly MED3000)

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214

FEDERAL TAX ID #: 232939847

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

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

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

The Contract was entered into after a written request for proposals was issued on October 11, 2012 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 12/28/12 [date]. 6 [state #] proposals were received and evaluated. The evaluation committee consisted of: DI KENNETH HETTLER, SGT GREG STEPHANOFF, AND AMTC STEVE GERARDI AND AMT MARY QUEREN

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

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

The contract was originally executed by Nassau County on NOVEMBER 12, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after 2/12/13 -SEE II FOR DESCRIPTION

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

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

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

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

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

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

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

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

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

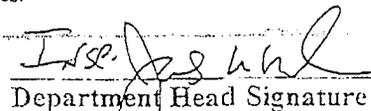
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

June 4, 2018

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.

AMENDMENT NO. 2

AMENDMENT, (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment") made as of the date this Amendment is last executed by the parties hereto, 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 Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) **Change Healthcare Practice Management Solutions Inc.**, a Delaware corporation having its principal office at 3055 Lebanon Pike, Suite 1000, Nashville TN 37214 (the "Contractor" and/or "Assignee").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD13-000013** between the County and the MED3000 Inc., executed on behalf of the County on November 12, 2013 as amended by Amendment One **CLPD14-000002** executed on behalf of the County on August 12, 2014 (the "Original Agreement"), MED3000, Inc. provided the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services, which is 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 February 11, 2013 through February 10, 2018 (the "Original Term"); and

WHEREAS, the County is desirous of extending the term of the Original Agreement for one (1) year, so that the termination date shall be February 10, 2019;

WHEREAS, MED3000 was agreeable to such extension and from February 11, 2013 through February 28, 2018 provided the Services to the County; and

WHEREAS as of March 1, 2018, MED3000, Inc. has assigned all of its assets, receivables, and liabilities, including any and all rights, receivables, liabilities, extensions, and renewals of the Original Agreement, to Assignee with all services rendered and all pertinent personnel now employed by Assignee (the "Assignment"); and

WHEREAS, such Assignment was accepted and consented to by the County; and since such effective date of the Assignment, Change Healthcare Practice Management Solutions Inc. has provided the Services to the County; and

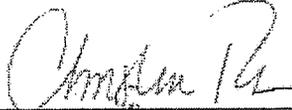
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

I. Term Extension. The Original Agreement shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 10, 2019.

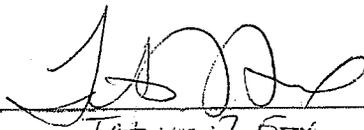
2. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**CHANGE HEALTHCARE PRACTICE
MANAGEMENT SOLUTIONS INC.**

By: 
Name: Christine Rice
Title: SUP CFO T&S
Date: 5/22/18

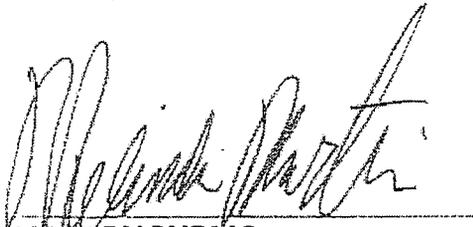
NASSAU COUNTY

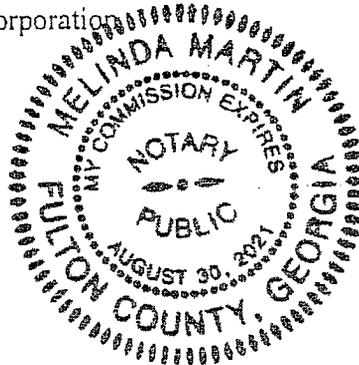
By: 
Name: Titum J. Fox
Title: Deputy County Executive
Date: 8/22/18

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ ^{GEORGIA}
)ss.:
COUNTY OF ~~NASSAU~~ ^{FULTON}

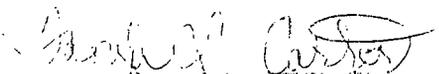
On the 22 day of MAY in the year 2018 before me personally came CHRISTINE RICE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of FULTON; that he or she is the SVP, CFO of CHANGE HEALTHCARE, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

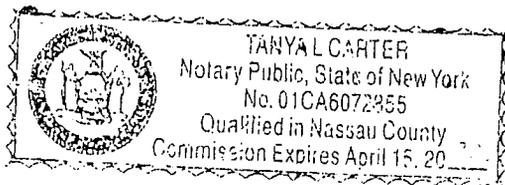

NOTARY PUBLIC



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

On the 22 day of August in the year 2018 before me personally came Tatum J Fox 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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2018

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, INC.
1801 WEST END AVE., SUITE 1500
NASHVILLE, TN 37203
Attn: Tammy.A.Acoock@marsh.com

CONTACT NAME: Tammy Acoock
PHONE (A/C, No, Ext): 615-340-2444 FAX (A/C, No):
E-MAIL ADDRESS: Tammy.A.Acoock@marsh.com

CN118528062-EMDEO-GAWU-18-

INSURED
CHANGE HEALTHCARE LLC
3055 LEBANON ROAD
NASHVILLE, TN 37214

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C : Starr Indemnity & Liability Company	38318
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: ATL-004820742-01 REVISION NUMBER: 3

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660 0J760255	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 0J770120	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 1J64882A	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000002641 (AOS) 1000002642 -TX,AZ,CT,IA,NJ,NY,NC,VT 1000002643 (FL, MA, AK) 1000002644 (WI)	03/01/2018 03/01/2018 03/01/2018 03/01/2018	03/01/2019 03/01/2019 03/01/2019 03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Operations: Billing related services contract with Nassau Police Department.

The Certificate Holder is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

Nassau County Police Department
Attn: Commanding Officer
1490 Franklin Ave
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.

Stephen R. Earp

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 1st day of March, 2018 by and between MED3000, Inc. ("Assignor") and Change Healthcare Practice Management Solutions Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor and the COUNTY OF NASSAU ("County") entered into an agreement on November 12, 2013 (No. CQPD13-000013) as amended by Amendment One (No. CLPD14-000002) executed on behalf of the County on August 12, 2014 (collectively the "Contract" or "Agreement") for the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services for the Nassau County Police Department's ambulance bureau;

WHEREAS, as of March 1, 2018 Assignor has assigned all of its assets, receivables, and liabilities, including any and all rights, receivables, liabilities, extensions, and renewals of the Agreement, to Assignee with all services rendered and all pertinent personnel now employed by Assignee;

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, including any and all rights, receivables, liabilities, extensions, and renewals of 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.

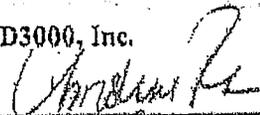
3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

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.

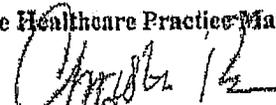
ASSIGNOR: MED3000, Inc.

By: 

Name: Christine Rice

Title: SVP CFO TES

ASSIGNEE: Change Healthcare Practice Management Solutions Inc.

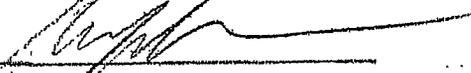
By: 

Name: Christine Rice

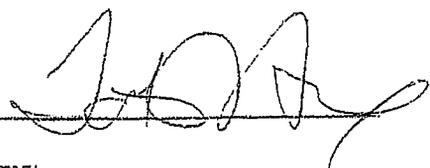
Title: SVP CFO TES

CONSENTED TO:

COUNTY OF NASSAU

By: 

Name: Patrick J. Ryder
Title: Commissioner NCPD
Date:

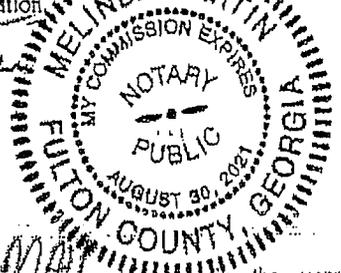
By: 

Name:
Title: Deputy County Executive
Date: 5/30/18

STATE OF GEORGIA
COUNTY OF FULTON) ss.:

On the 22 day of MAY in the year 2018 before me personally came CHRISTINE W. ROE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of FULTON; that he or she is the VP, HR of MED3000, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

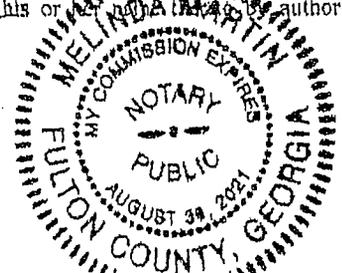
Melinda Martin
NOTARY PUBLIC



STATE OF GEORGIA
COUNTY OF FULTON) ss.:

On the 22 day of MAY in the year 2018 before me personally came CHRISTINE W. ROE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of FULTON; that he or she is the VP, HR of Change Healthcare Practice Management Solutions Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Melinda Martin
NOTARY PUBLIC



STATE OF NEW YORK)
) ss.:

On the 24th day of May in the year 2018 before me personally came Ranick Ryder 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 Commissioner, NCPD for the County of Nassau, the municipal corporation described herein and which executed the above instrument.

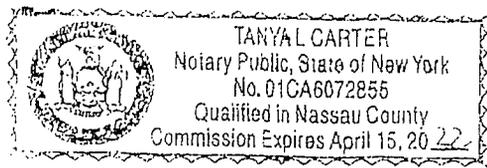
NOTARY PUBLIC

NATHALIE BELL
Notary Public, State of New York
No. 02BE6213288
Qualified in Nassau County
Commission Expires November 2, 20 21

STATE OF NEW YORK)
) ss.:

On the 30 day of May in the year 2018 before me personally came Tatum J Fox 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.

Charles Carter
NOTARY PUBLIC



WILLIAM J. MULLER III
CLERK OF THE LEGISLATOR



PHONE: 516 571-4262
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

August 14, 2014

MED3000, Inc.
Attn: Morris Maybruch
1 Blue Hill Plaza
Pearl River New York 10965

Re: Contract # 14000002 \$.01

Dear Mr. Maybruch:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of, Police Department.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,


William J. Muller III
Clerk of the Nassau County Legislature

WJM/bf





E-155-14

Contract Details

SERVICE Emergency Ambulance Billing

NIFS ID #: CLPD14-000 002 NIFS Entry Date: 5-5-14 Term: from 2/11/13 to 2/10/16

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

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

Agency Information

Vendor	
Name MED3000, Inc.	Vendor ID# 134181567
Address: 1 Blue Hill Plaza Pearl River, NY. 10965	Contact Person Morris Maybruch
	Phone 1-800-268-0251

County Department
Department Contact DSgt. T. Comiskey
Address Legal Bureau
Phone 573-7210

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd or Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input type="checkbox"/>	5-5-14	<i>[Signature]</i>	
5/29/14	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	5/29/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/3/14	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	6/3/14	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/16/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	6/19/14	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	6/19/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/19/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/19/14	<i>[Signature]</i>	

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

The contract was originally executed by Nassau County on November 12, 2013[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached).see II above. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

Date

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

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

E. 155-14

RULES RESOLUTION NO. 185-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MED3000, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-30-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Med3000, Inc., to provide ambulance billing services and the necessary hardware to prepare Patient Care Reports (PCR's), 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 Med3000, Inc.

RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MED3000, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Med3000, Inc., to provide ambulance billing services and the necessary hardware to prepare Patient Care Reports (PCR's), 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 Med3000, Inc.

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 201____ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) **MED3000, Inc.**, a Delaware corporation, having its principal office at 1 Blue Hill Plaza, Pearl River, New York 10965 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD13-000013 between the County and the Contractor, executed on behalf of the County on November 12, 2013 (the "Original Agreement"), Contractor provides the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services, which is 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 February 11, 2013 and shall expire three years thereafter, provided however, the Original Agreement shall automatically renew for two (2) additional one (1) year terms, unless sooner terminated in accordance with the terms of the Original Agreement; and

WHEREAS, the Department is desirous of amending the payment terms to clarify the terms provided under the Original Agreement.

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

1. Payment. The Exhibit B' attached to the Original Agreement, as amended by this Amendment, (the "Amended Agreement") shall be amended and supplemented with the following language: "The 6.75% charge rate on collections is not to be charged on Medicaid receipts, but there is an additional charge to the County of \$7.50 per Medicaid claim processed."

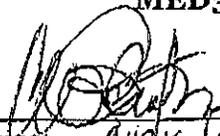
2. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

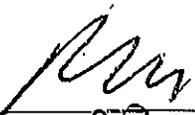
11/12/13 11:33 AM

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MED3000, INC.

By: 
Name: CURTIS ROSEN
Title: SVP
Date: 4/16/14

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 8/12/14

PLEASE EXECUTE IN BLUE INK

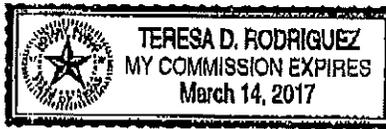
~~STATE OF TEXAS~~

~~STATE OF NEW YORK~~

~~DALLAS COUNTY~~)ss.:
~~COUNTY OF NASSAU~~)

On the 16 day of APRIL in the year 2014 before me personally came CHRIS ROMERO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ST. CHARLES; that he or she is the SENIOR VICE PRESIDENT of MED 200, 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
2/16/14



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12 day of August in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 0116522020
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: COPD13-000013



Department: POLICE

13 NOV 15 PM 1:17
E-175-13

Contract Details

SERVICE Emergency Ambulance Billing

NIFS ID #: COPD13-000013 NIFS Entry Date: 6-18-13 Term: from 2-11-13 to 2-10-16

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

Agency Information

Vendor	
Name Med3000, Inc.	Vendor ID# 13-4181567
Address 1 Blue Hill Plaza Pearl River, NY 10965	Contact Person Morris Maybrunch
	Phone 1-800-268-0251

County Department
Department Contact D/Sgt. Tara Comiskey
Address 1490 Franklin Ave Mineola, NY 11501
Phone (516) 573-7210

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input type="checkbox"/> <input type="checkbox"/>		
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/> 8/21/13		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
8/24/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 8/26/13		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form	<input type="checkbox"/> 8/26/13		
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 8/26/13		
	County Attorney	NIFS Approval	<input type="checkbox"/> 10/17/13		
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 10/23/13		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 8/27/13		



Contract Summary

Description:
Purpose: MED3000 will provide to the Department ambulance billing services and the necessary hardware to prepare Patient Care Reports (PCRs).
Method of Procurement: A Request for Proposals was issued on October 11, 2012. Six proposals were submitted, all of which met the requirements of the Department.
Procurement History: Vendor has provided this service since March 4, 2002 when a predecessor agreement, CQPD07-000018, was executed as a result of the vendor winning a previous RFP.
Description of General Provisions: Vendor provides billing related services in connection with the Department's Emergency Ambulance Bureau. This encumbrance and all future encumbrances for this contract represent reimbursement of the contracted percentage of revenues collected.
Impact on Funding / Price Analysis: Emergency ambulance billing is revenue generating. No maximum dollar ceiling.
Change in Contract from Prior Procurement: None
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1484
Object: DE	500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$650,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$650,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1484/DE500	\$650,000
2		\$
3		\$
4		\$
5		\$
TOTAL		\$650,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: M.J. Weyer, AIII

Date: 6/18/13

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 <u>Michael A Cohen</u>	Name <u>Steve J. Schriber</u>	Date <u>July 27, 2013</u>
Date <u>10/23/2013</u>	Date <u>10/23/13</u>	(For Office Use Only)
		E #:

EDWARD P. MANGANO
County Executive



JOHN CIAMPOLI
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056

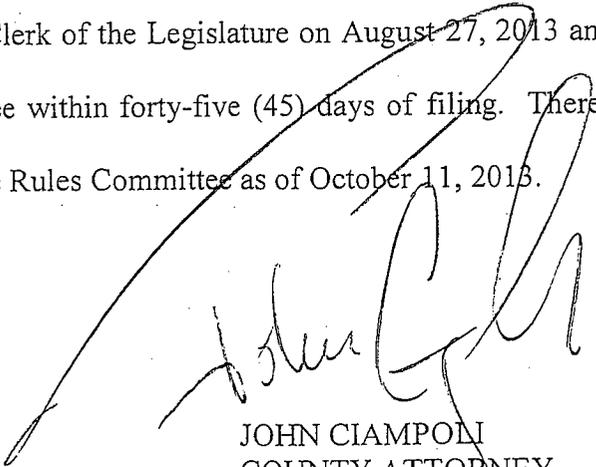
MEMORANDUM

To: William Muller
From: John Ciampoli
Subject: Contract Deemed Approved Pursuant to Nassau County Charter § 103(8)(e)
Date: October 17, 2013

The following personal service contract shall be deemed approved pursuant to Nassau County Charter § 103(8)(e):

MED3000, Inc., E-175-13

The contract was filed with the Clerk of the Legislature on August 27, 2013 and has not been acted upon by the Rules Committee within forty-five (45) days of filing. Therefore, this contract shall be deemed approved by the Rules Committee as of October 11, 2013.



JOHN CIAMPOLI
COUNTY ATTORNEY

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND MED3000, INC.

WHEREAS, the County has negotiated a personal services agreement with MED3000, Inc. to provide recording and transmission of pre-hospital care reports, and ambulance billing and fee collection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with MED3000, Inc.

George Marago
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: MED3000, Inc.

CONTRACTOR ADDRESS: 1 Blue Hill Plaza
Pearl River, NY 10965

FEDERAL TAX ID #: 134181567

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

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

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

The Contract was entered into after a written request for proposals was issued on October 11, 2012 [date]. Potential proposers were made aware of the availability of the RFP by a newspaper advertisement (Newsday) [newspaper advertisement, posting on website, mailing, etc.]. Eight [#] potential proposers requested copies of the RFP. Proposals were due on Friday, December 28, 2012 [date]. Six [#] proposals were received and evaluated. The evaluation committee consisted of: DI Kenneth Hettler, Sgt. Greg Stephanoff and AMTC Steve Gerardi and AMT Mary Queren [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

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

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

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

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

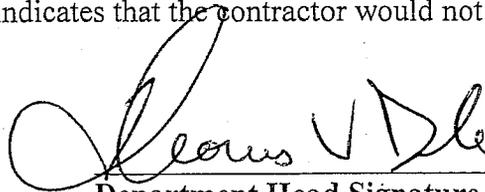
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a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

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

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

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

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



Department Head Signature

6/19/13

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.

NASSAU COUNTY
RFP FOR AMBULANCE BILLING SERVICES
PROPOSAL EVALUATION

General Instructions. Before starting your evaluation

1. Review the RFP
2. Review the evaluations instructions
3. Review the evaluation forms

After you have received copies of the proposals, review each applicant's proposal to familiarize yourself with all the proposals. Do not complete the evaluation forms at this time.

After all of the proposals have been reviewed, select one and complete the attached evaluation sheets for that proposal. Determine the strength and weaknesses of the proposal using the evaluation factors provided and assign a numerical score for each factor. Once the evaluation sheets have been completed, select another proposal and continue until all of the proposals have been scored. Note that all members of the Evaluation Committee will be completing the same evaluation forms; an average score will then be calculated across all evaluators.

Each evaluator must score the evaluations independently. However, feel free to discuss the proposals with the other members of the Evaluation Committee.

After you have completed the last evaluation, you may return to any of the previously evaluated proposals and revise your earlier score(s) as desired. When you are finished, make copies of all the completed forms for your records.

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #1 Contract Requirements and Proposed Solution (Weight: 25%).

Review the proposal as a whole, addressing the following questions:

- Overall responsiveness of the proposal; Does the Proposer demonstrate a clear understanding of the requirements portion of the RFP? Is the proposal concise?
- Is the proposal complete? Does it contain all elements identified in the RFP?
- Does the proposal clearly represent the vendor's capabilities?

Based on your assessment, assign a numerical rating to the proposal using the following scale:

"5" = The proposal contains all elements, is concise and clearly presents the vendor's capabilities.

"4"

"3" = The proposal is missing one or two elements, is mostly concise and mostly clear

"2"

"1" = The proposal is missing several elements, is not concise and does not clearly present the vendor's capabilities.

Evaluator's Name: Sgt Greg Sophant

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street			X		
Caliber Point	X				
Digitech Computer, Inc.		X			
Intermedix			X		
Med3000				X	
Pinacle Practice Management			X		

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #2 The Vendors Profile: Organization, Capacity, Staffing (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate an ability to perform necessary service?
- Does the vendor's organization and personnel demonstrate the capacity to provide this service?
- Has the vendor described the resources available to perform the necessary services?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.

"4"

"3" = The vendor's history and service background are adequate.

"2"

"1" = The vendor's history and service background are less than adequate.

Evaluator's Name: Sgt Greg Saylor

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street					
Caliber Point			X		
Digitech Computer, Inc.	X				
Intermedix			X		
Med3000		X			
Pinacle Practice Management	X				X

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience / History and Service Background (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate a successful service history?
- Does the vendor's organization and experience demonstrate the capacity to provide this service?
- Has the vendor performed successfully in the past on projects of similar size and scope?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.

"4"

"3" = The vendor's history and service background are adequate.

"2"

"1" = The vendor's history and service background are less than adequate.

Evaluator's Name: Sgt Greg Golphano

Agency Name	Low				High
	1	2	3	4	5
Apollo Health Street			X		
Caliber Point	X				
Digitech Computer, Inc.			X		
Intermedix			X		
Med3000					X
Pinacle Practice Management	X				

NASSAU COUNTY
RFP FOR AMBULANCE BILLING SERVICES
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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

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Based on your assessment, assign a numerical rating to the proposal using the following scale:

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"4"

"3" = The proposal is missing one or two elements, is mostly concise and mostly clear

"2"

"1" = The proposal is missing several elements, is not concise and does not clearly present the vendor's capabilities.

Evaluator's Name: Mary Queen, AIA

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street					
Caliber Point			✓		
Digitech Computer, Inc.	✓				
Intermedix			✓		
Med3000			✓		
Pinacle Practice Management			✓	✓	

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #2 The Vendors Profile: Organization, Capacity, Staffing (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate an ability to perform necessary service?
- Does the vendor's organization and personnel demonstrate the capacity to provide this service?
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Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.

"4"

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"2"

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Evaluator's Name: Mary Dueren, Auit

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street			✓		
Caliber Point	✓				
Digitech Computer, Inc.			✓		
Intermedix		✓			
Med3000					✓
Pinacle Practice Management	✓				

**REQUEST FOR PROPOSAL FOR
AMBULANCE BILLING SERVICES**

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. *Financial viability* means that the identified program costs are sufficient to allow for adequate and continued program functioning. *Cost effectiveness* means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

Examine the proposal and score it using the following scale:

- "5" = Program cost, including financial viability and cost effectiveness, is more than adequate.
- "4" =
- "3" = Program cost, including financial viability and cost effectiveness, is adequate.
- "2" =
- "1" = Program cost, including financial viability and cost effectiveness, is less than adequate.

Evaluator's Name: May Queen, AMT

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street			✓		
Caliber Point	✓				
Digitech Computer, Inc.	✓				
Intermedix	✓				
Med3000					✓
Pinacle Practice Management	✓				

NASSAU COUNTY
RFP FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

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"4"

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"2"

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Evaluator's Name: DI KENNETH R. HETTLER

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street					
Caliber Point	X				
Digitech Computer, Inc.			X		
Intermedix	X				
Med3000				X	
Pinacle Practice Management			X		
~					

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #2 The Vendors Profile: Organization, Capacity, Staffing (Weight: 25%)
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Evaluator's Name: DI KENNETH R. WETTLER

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street					
Caliber Point			X		
Digitech Computer, Inc.	X				
Intermedix			X		
Med3000		X			
Pinacle Practice Management	X				X
~					

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience / History and Service Background (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

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Evaluator's Name: DI KENNETH R. HETLER

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street			X		
Caliber Point	X				
Digitech Computer, Inc.			X		
Intermedix			X		
Med3000					X
Pinacle Practice Management	X				
~					

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. *Financial viability* means that the identified program costs are sufficient to allow for adequate and continued program functioning. *Cost effectiveness* means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

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Evaluator's Name: DI KENNETH R. HEDLER

Agency Name	Low High				
	1	2	3	4	5
Apollo Health Street					
Caliber Point			X		
Digitech Computer, Inc.	X				
Intermedix	X				
Med3000					
Pinnacle Practice Management	X				X
<i>n</i>					

**NASSAU COUNTY
RFP FOR AMBULANCE BILLING SERVICES**

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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #1 Contract Requirements and Proposed Solution (Weight: 25%).
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"3" = The proposal is missing several elements, is not concise and does not clearly present the vendor's capabilities.

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Evaluator's Name: Amir C. [Signature] #5

Agency Name Low High

	1	2	3	4	5
Apollo Health Street					
Caliber Point			X		
Digitech Computer, Inc.	X		X		
Intermedix			X		
Med3000	X		X		
Pinacle Practice Management			X		
			X		

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #2 The Vendors Profile: Organization, Capacity, Staffing (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate an ability to perform necessary service?
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- Has the vendor described the resources available to perform the necessary services?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.

"4"

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"2"

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Evaluator's Name: Amr/c [Signature] #5

Agency Name

Low

High

	1	2	3	4	5
Apollo Health Street					
Caliber Point	X		X		
Digitech Computer, Inc.		X			
Intermedix		X			
Med3000				X	
Pinacle Practice Management		X			

REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience / History and Service Background (Weight: 25%)

Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate a successful service history?
- Does the vendor's organization and experience demonstrate the capacity to provide this service?
- Has the vendor performed successfully in the past on projects of similar size and scope?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

- "5" = The vendor's history and service background are more than adequate.
- "4" = The vendor's history and service background are adequate.
- "3" = The vendor's history and service background are adequate.
- "2" = The vendor's history and service background are less than adequate.
- "1" = The vendor's history and service background are less than adequate.

Evaluator's Name: Ami/C [Signature]

Agency Name Low High

	1	2	3	4	5
Apollo Health Street			X		
Caliber Point	X				
Digitech Computer, Inc.			X		
Intermedix			X		
Med3000			X		
Pinacle Practice Management		X		X	

**REQUEST FOR PROPOSAL FOR
AMBULANCE BILLING SERVICES**

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. *Financial viability* means that the identified program costs are sufficient to allow for adequate and continued program functioning. *Cost effectiveness* means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

Examine the proposal and score it using the following scale:

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“4”

“3” = Program cost, including financial viability and cost effectiveness, is adequate.

“2”

“1” = Program cost, including financial viability and cost effectiveness, is less than adequate.

Evaluator's Name: _____

Ami/C. [Signature] #5

Agency Name

Low

High

	1	2	3	4	5
Apollo Health Street			X		
Caliber Point	X				
Digitech Computer, Inc.	X				
Intermedix	X				
Med3000				X	
Pinacle Practice Management		X			



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/29/2013

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Fresno CA Office
5260 North Palm Avenue
Suite 400
Fresno CA 93704 USA

CONTACT NAME:
PHONE (A.C. No. Ext): (559) 449-7200 FAX (A.C. No.): (559) 439-0863
E-MAIL ADDRESS:

INSURED
Med3000 Group Inc
680 Anderson Drive, Foster Plaza 10
Pittsburgh PA 15220 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570050081265

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CP0547719702 Package	07/31/2012	07/31/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CP0547719702 Package	07/31/2012	07/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			AUC672405603 Commercial Umbrella	10/31/2012	07/31/2013	EACH OCCURRENCE	\$20,000,000
							AGGREGATE	\$20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC547719803 Workers' Compensation	07/31/2012	07/31/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Operations: Billing related services contract with Nassau County Police Department. Certificate holder is included as additional insured with respect to General Liability where required by written contract per the provisions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Police Dept.
Attn: Commanding Officer
Personnel & Accounting Bureau
1490 Franklin Avenue
Mineola NY 11501 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier:

Certificate No : 570050081265

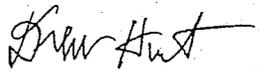
MED3000

May 30, 2013

Tatum Fox Esq.
Legal Bureau
Police Department Nassau County
1490 Franklin Avenue
Minneola NY, 11501

MED3000 Inc. is a subsidiary of McKesson Corporation which is a publicly-held corporation.

Sincerely,



Drew Hurt
CFO

CONTRACT FOR SERVICES

13 MAY 30 PM 1:35

THIS AGREEMENT, dated as of _____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Ave., Mineola, NY 11550 (the "Department") and (ii) MED3000, Inc., a Delaware corporation, having its principal office at 1 Blue Hill Plaza, Pearl River, New York 10965 (the "Contractor").

WITNESSETH:

WHEREAS, the County requested proposals from firms, who are able to provide billing and fee collection for ambulance services;

WHEREAS, the County has chosen the Contractor, who is eminently qualified to render the services based upon its background and expertise;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, intending to be legally bound, the parties agree as follows:

1. Term. This Agreement shall commence on February 11, 2013 and shall expire three years thereafter, provided, however, this Agreement shall automatically renew for two additional one-year terms, unless terminated by the County or the Contractor pursuant to the provisions of this Agreement.
2. Services. Generally. The services to be provided by the Contractor under this Agreement shall consist of the recording and transmission of pre-hospital care reports ("PCR"), and billing and fee collection services for the Department's ambulance bureau ("Services"). Such services, set forth below, are further described in the Request for Proposal incorporated herein by reference and attached hereto as Exhibit A and the Contractor's Proposal, as amended by its Best and Final Offer (exclusive of any license agreement), both of which are incorporated herein by reference and attached as Exhibit B. In the event of a conflict or ambiguity between any term of this agreement, above the signature page, and any Exhibit, the Agreement above the signature page, shall take precedent followed by the County's Request for Proposal and then the Contractors Proposal. It is expressly understood that due to the experience, knowledge and capability of Morris Maybruch and Ashley Peters, and so long as they are employed with MED3000, they shall be primarily responsible during the TERM of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.

(a) Recording and Transmission of Pre-Hospital Care Reports

- i. The Contractor shall provide the Department with the technological capabilities for Automated PCR Field Data Entry, which will provide the Department with the ability to collect patient information at the scene of an incident, en route to the hospital and /or while at the hospital. In support thereof the Contractor shall provide the Department with the items specified in Exhibit A, including but not limited to: Forty (40) Panasonic Toughbook CF-19 computers to be used by the Departments ambulance fleet for the electronic entering of information to PCRs. The Contractor shall ensure that each computer is protected by anti-virus and anti-spy ware software applications and "Fortes" or comparable software application. The Contractor shall also provide forty-one (41) printers and sufficient quantities of paper to satisfy the volume of work and all other hardware needed to perform all functions in the forty - one (41) vehicle docking, mounting and printing stations; the model of printer shall be determined by the Contractor subject to the Department's approval. Additionally, the Contractor shall provide each of the Department's ambulances with a wireless data communications router (with external antenna) that will (a) provide a high-speed wireless connection to the Internet via a common carrier, such as Verizon or Sprint; and (b) provide a local "Wifi" wireless connection for the laptop being used in each ambulance. This connection will operate at a data rate of 11Mbps (802.11b) with 54Mbps (802.11g) preferred. The Contractor shall utilize Wi-Fi Protected Access (WPA) or WPA2 to secure the system from unauthorized users. All data shall be 128 bit encrypted in addition to the protection provided by WPA or WPA2.
- ii. All hardware and software shall be installed by the Contractor and shall be supported and maintained by the Contractor. The Contractor acknowledges that all of the hardware and software provided under this Agreement shall operate as a stand alone system and shall not interface with the County or Department networks in any manner. The maintenance and support services shall be provided for normal wear and tear, component failures, data communication failures or issues and to correct any improper functioning or enhance the functionality with current issuances. In the event that there is a reduction in or loss of functionality or of use, the Contractor shall repair or replace any hardware or software.
- iii. All data included in any electronic PCR shall be stored on the Contractor's local server. The Department shall have complete access to all data, at any reasonable time during normal business hours, for the term of this Agreement. Upon termination of the Agreement, unless required by law, all data shall be returned to the Department and the Contractor shall not maintain any data or copies thereof upon termination of this Agreement.

(b) Medical Coding

The Contractor shall perform medical diagnostic coding using sources recognized as industry standards (e.g., current edition of ICD-9-CM Volume 1 – Tabular List of Diseases and Injuries, ICD-9-CM Volume 2 – Alphabetical Index of Diseases and Injuries, and the Diagnostic Coding guidelines for Ambulance Services as contained in the Coding Clinic ICD-9-CM Diagnostic and Reporting guidelines for outpatient Services, latest edition, or the new Medical diagnostic codes). Codes will be entered electronically in a manner/format developed by the Contractor and reasonably approved by the Department. The Contractor will then integrate this information into the patient record database. All medical coding shall be supervised by a certified coder.

(c) Billing Services

- i. Upon receipt of patient information, the Contractor shall use industry best practice to determine the authenticity of each patient's name and address and to verify whether the patient has provided a release to obtain medical and insurance information so as to facilitate third party payment.
- ii. The release of medical and insurance information required for billing may be acquired when the patient care report is generated. The Contractor shall also seek to make arrangements with local area hospitals to obtain the patient address and insurance information. The Contractor shall determine patient eligibility for medicare, Medicaid, primary and secondary insurance, Commercial insurance, or whether the claim should be billed directly to the patient. If no insurance information is available an invoice shall be forwarded directly to the patient and shall include a request for a medical release and insurance information.
- iii. All written and recorded communications between the Contractor and patients, other statement recipients, or representatives of insurance companies shall be subject to the review by and approval of the Department. The Contractor shall adhere to the following billing procedure:
 1. Initial Invoice. The Contractor shall issue an initial invoice for payment to the patient or, if applicable, to the insurance carrier within seven (7) days after receipt of the PCR information. The invoice shall include but not be limited to the following information: account number, name and address of the patient, date of the invoice, date of service, description of services rendered, name of the hospital receiving the patient, fees for each service provided, total of the fees listed on the invoice, patient care report number, payment due date, basic information regarding third party reimbursement procedures, telephone numbers and hours for customer service assistance.

The invoice shall include either a separate or perforated return voucher that will include but not be limited to: account number, date of the

invoice, date of the transport, patient information, return address information (to a County designated lockbox), payment due date, total amount of the bill, patient care report number, credit card type, number and expiration date (if applicable); terms of release of medical records. The reverse side of the statement shall include an area to allow patients to provide address correction, insurance information, and signature if a release signature was not provided with the patient care report. The invoice may also include a bar code line or other means of electronically tracking patient information. Contractor shall include a return envelope pre-printed with the return address.

2. Second Statement. The Contractor shall issue a statement thirty (30) days after the initial invoice if the payment or insurance information is not received by the bank lockbox by the printed due date. This statement shall be similar to the original invoice and shall also indicate that it is a second statement and may be disregarded if payment has already been remitted.
3. Third Statement. The Contractor shall issue a statement sixty (60) days after the initial invoice if payment or insurance information is not received by the bank lockbox by the second statement due date. This statement will be similar to prior statements, and will note if payment has been made to disregard the statement.
4. Collection Letter. The Contractor shall issue a "collection letter" statement ninety (90) days after the initial invoice, this statement shall constitute a warning notice to the patient stating that if the patient fails to pay the amount due to provide insurance information, the account will be forwarded for collection activity. Potential legal remedies may also be indicated on the letter.
5. Telephone calls. The Contractor shall place telephone calls to patients and insurance providers regarding account status, if necessary, after initial invoice and follow up statements.
6. Third party reimbursement. The Contractor shall use industry best practices to maximize receipt of legitimate third party reimbursements for the Department's services and to assist patients in obtaining such reimbursements with minimum inconvenience.

Contractor shall at a minimum process the following:

1. Medicare claims. The Contractor shall process all medicare claims as required by medicare law, in effect on date of process, using current common procedural terminology ("CPT") codes for ambulance service and accepted Internal Common Diagnostic

("ICD-9") codes for ambulance services for all Medicare claims. Billing of the co-payment fee to the patient after receipt of payment from Medicare shall be made, and if applicable, to a secondary insurance provider.

2. Medicaid claims. The Contractor shall process all Medicaid claims as required by New York State Law, using current CPT codes for ambulance service, and accepted ICD-9 codes for ambulance service.

3. Insurance claims. The Contractor shall (a) process all insurance claims (i) using current CPT codes for the ambulance services, and accepted ICD-9 codes for ambulance services upon receipt of notice of the appropriate primary insurance (insurance carriers may include Medicare HMO's or Medicaid HMOs); (ii) using either a statement format or an electronic format; (iii) providing information as required by the insurance company with all applicable supporting documentation, (b) make a determination as to the existence of a secondary insurance carrier, which may be billed for any remaining balances after payment is received from the primary insurance carrier, and, if so, generating an insurance claim to the second carrier including all standard insurance company claim information and acceptable proof of payment from the primary carrier, and (c) bill the patient for any co-payment or deductible due after receipt of payment(s) from the insurance carriers.

4. Refunds. The Contractor shall document overpayments or incorrect payments and forward that information, including copies of the overpayment or incorrect payment, to the Department for the processing of refunds.

5. Accounts not assigned to the Contractor. In the event the Contractor received correspondence, communication or payment relating to a claim that has not been assigned to the contractor, or that has been closed and returned, Contractor shall, at no charge, inform the correspondent to contact the Department and shall notify the Department of the correspondence, communication or payment and forward such, in accordance with the Department's instructions.

6. Returned checks. The Contractor shall follow-up and collect payment for returned checks.

(d) Customer Service via telephone and web site

- i. The Contractor shall maintain a multi-line telephone inquiry service to handle patient inquiries. The telephone number shall be toll - free in New York State. At a minimum it is expected the service shall be provided between the hours of 8:00 A.M. to 6:00 P.M. Eastern Time, Monday through Friday, excluding national holidays. Contractor is encouraged to provide additional days and times of services. Answering machines and telephone message services may

be used as a backup during the service window period, provided the inquiry is responded to within one (1) business day, and documented accordingly.

- ii. The Contractor shall perform the following functions by telephone:
 1. Process insurance information for patients;
 2. Elicit additional information from patients in order to re-submit claims which resulted in eligibility denials;
 3. Respond to correspondence from patients and payers;
 4. Receive and follow up on denials/requests for medical record documentation where appropriate and authorized; and
 5. Respond to and resolve all patients' inquiries and complaints regarding the billing and collection of ambulance fees, in a prompt and satisfactory manner.
- iii. The Contractor's employees responding to the Customer Service line must be proficient in English, and be skilled at navigating Contractors database to access patient billing information. Contractor must also be able to provide above services in Spanish.
- iv. The Contractor shall maintain a database to document all calls to the inquiry line and shall track all problems, inquiries and resolutions. Contractor shall provide reports describing this database to the Department upon request. An interactive call processor or similar system shall be used to handle concurrent requests to the system for ninety (90) percent or more of all calls, the average delay from the time the call is received by the system to the time the call is answered by Contractor's representative shall not exceed one minute. The call processor shall provide periodic prompts and messages during the waiting periods, shall provide alternate options for each caller and shall estimate the wait until the caller is connected with a customer service representative.
- v. The Contractor shall maintain a secure website exclusively for patient inquiries and service information. This website must enable patients to perform the following functions within the purview of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"):
 1. query outstanding bills by entering the patient name, or the statement number
 2. pay statements using a secure credit card payment method
 3. update accounts by entering insurance information, address corrections, or other required information via e-mail
 4. contact Contractor using electronic mail (e-mail).
- vi. The Contractor shall not make available patients medical history, condition,

diagnostic codes, etc., for viewing via the internet. The Contractor shall coordinate with designated Department personnel to establish links to the websites of the County and the Department.

(e) Computer hardware and software

- i. Contractor shall provide the County with Rescue Medic software pursuant to the end user license and maintenance agreements annexed hereto and incorporated herein as exhibit.
- ii. Contractor's information systems shall include the following features:
 1. "Real Time," interactive information on all transactions, i.e., data will be posted immediately rather than in batches
 2. ability to process partial payments
 3. ability to process payment adjustments such as returned checks and refunds
 4. computer hardware, software, and peripherals to enable the Department to perform the following functions; Locate and view electronically scanned patient care reports (through indexing provided by the Contractor)
 5. Access the Contractor's information management system for monitoring and auditing purposes
 6. generate pre-design reports from current data in the Contractor's information management system
 7. generate ad hoc reports and correspondence using the then current lease of Microsoft office suite software
 8. transmit patient care report information electronically to the Contractor from the Department
- iii. Access to County data

Access to the County's data stored in the Contractor's database, for any purpose, shall be secured through a password-protected log-on procedure. Each user of the database must have a unique user identification (ID) and password. Only those employees of the Contractor specifically assigned to perform billing and debt collections services for County may be allowed access to the database of the Department's records. Employees of the Department, authorized in writing by the Department shall also be given IDs and passwords that allow authorized inquiry access to Contractor's database of patient accounts. The ability to edit database information will also be restricted to individuals designated by the Contractor and the County. Contractor shall notify the County immediately upon discovering any unauthorized access to either the County's data stored in Contractor's database and shall provide to the County all relevant available information regarding the unauthorized access; Data may be purged from the live information system and stored on CD-ROM based on age as determined by the Department.

- iv. Maintenance of Equipment: The Contractor shall maintain and repair all equipment provided under this Agreement. This equipment including all hardware, software, peripherals and associated service shall, meet or exceed industry standards. Equipment must be maintained and updated with sufficient frequency, subject to annual review, to remain consistent with industry standards and to maximize overall program effectiveness. Equipment shall remain the property of the Contractor. Contractor will be required to coordinate with the data processing units of the County and the Department to ensure appropriate levels of security with existing information technology systems as required. Nothing in this agreement shall prevent the County and the Department from installing additional software onto the computers provided by the Contractor.

(f) General Reporting Requirements

- i. Reporting. Contractor shall prepare reports addressing performance under this Agreement in a standard format provided to Contractor by the County. Contractor shall, as requested by the County, aid in the development of these reports. As required by the County, certain reports shall be available in real time via electronics access to Contractor's information systems. Contractor shall prepare other reports in written format on a routine monthly basis; Contractor shall send a dvd-r copy of any report documentation, forms, payments and zero EOB's at the request of the Department.
- ii. Monitoring. A Department representative will arrange for monitoring of the Services. The monitor will oversee ongoing quality to ensure that the Contractor is meeting the following levels of performance.
 - 1. all billing information is accurate, complete and reflects the appropriate source of information
 - 2. all required documentation is completed and submitted properly and in a timely manner
 - 3. Medicare, Medicaid, private insurance, worker's compensation insurances, no-fault insurance and patient payments are properly recorded
 - 4. secondary and follow up invoices and correspondence are issued
 - 5. additional carriers are located and billed with proof of primary payment
- iii. Auditing. The County, or its designee, shall conduct a review and audit of the billing process, collection procedures and practices of the Contractor on an annual basis. The audits shall be conducted to verify that submissions for reimbursement comply with all applicable federal health care program statutes, regulations, program and carrier directives relating to medical necessity determinations and medical diagnostic coding and to identify any and all instances where claims fail to meet these standards. The audits are intended to ensure that the programs are billed appropriately for services rendered. To the

extent that irregularities are uncovered in the course of the review, the nature and cost of the irregularity will be detailed with recommendations for corrective action.

- iv. Site inspection. At its sole discretion, the Department reserves the right to conduct an inspection of the Contractor's work site, its facilities and all personnel involved in contract activity at any time determined by the Department. Any facility used by the Contractor for work must be located within seventy five (75) miles of the Department (1490 Franklin Ave Mineola, NY 11501). If the Contractor intends on moving any facility which does work on the Department's account, Contractor shall notify the Department at least ninety (90) days prior to the anticipated move.

(g) Contractor Compliance and Quality Control

- i. The Contractor and its employees shall abide by and conduct themselves in a manner consistent with the Federal, state and local laws. The Contractor shall establish a comprehensive quality control program, including but not limited to the following:
 1. An inspection system covering all services furnished by the Contractor;
 2. A checklist for use in reviewing and inspecting performance during regularly scheduled or unscheduled inspections. The checklist will include every area of the Contractor's operation including but not limited to the development and maintenance of the database, backup capability, employee background review, training services, billing services, collection services, reporting services, customer services, and the performance of individuals responsible for conducting such review and inspection; and
 3. A system for identifying and correcting deficiencies in the quality of services.

(h) Confidentiality

- i. The Contractor shall maintain in strict confidence all records, information or data that it prepares, receives, possesses or delivers pursuant to this Agreement ("Confidential Information"). All Confidential Information shall become the property of the Department and shall not be published, circulated, shared with third parties, or used in any manner by Contractor or its officers, employees or agents. The Contractor is fully familiar with the PCR's insofar as they contain Confidential Information protected by HIPAA and other Federal, state and /or local laws and regulations. A breach of this section shall be deemed a material breach of this Agreement for which County shall

terminate this Agreement and exercise any and all remedies available at law and in equity.

- ii. Medical records and health data, including but not limited to PCR's, medical necessity determinations, and coded forms, shall be transmitted to and from the Contractor in a secure electronic format.
- iii. The Contractor has established and maintains a secure and protected transmission format for such exchanges of information which complies with all requirements and standards promulgated by United States Department of Health and Humans Services, public law and HIPAA. The format and medium of the electronic data transmission shall maintain the confidentiality of all records and conform to the standards promulgated by the Unites States Department of Health and Human Services, pursuant to the requirements of public law 104-191, the Health Insurance Portability and accountability Act of 1996, or other applicable governing jurisdictions.
- iv. The County reserves any and all other rights and remedies in the event of unauthorized disclosure.

3. Payment. (a) Amount of Consideration.

- i. The Contractor shall be compensated based upon a percentage of net revenues. Net revenues are defined as the total sum of all monies collected by the Contractor less amounts refunded or credited to a patient or a third party payer as a result of overpayments, Medicaid payments, erroneous payments or returned checks.
- ii. The Contractor shall be paid pursuant to the fee schedule detailed in the best and final offer which is affixed hereto as Exhibit B.
- iii. These fees shall include all expenses and costs related to billing services, correspondence and dunning service, telephone and website inquiry services, database development and maintenance, reporting, training, compliance, auditing and postage. Fees are further deemed to include all labor, material, equipment overhead, expenses taxes and profit necessary to provide the Services pursuant to the terms and conditions of this Agreement. All fees are capped for the term of the agreement and shall not be subject to increases or markups.
- iv. Contractor represents and warrants that the fee schedule herein (Exhibit B) is equal to or less than the fee schedule which are similar in scope and size. If during the term of the agreement, contractor agrees to a fee schedule with any other ambulance service for its services that is lower than the fee schedule herein. Contractor shall reduce the fees charged to county for the remaining term of this agreement in accordance with the lower fee schedule charged to that other entity.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. The County will use best efforts to pay the Contractor within thirty (30) days after receiving a proper invoice and County claim voucher.

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

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

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

5. Right to Works and Ownership of Data.

(a) Upon execution of this Agreement, any reports, document, data, designs, drawings, photographs and / or any other material produced pursuant to the Agreement, and any and all drafts and / or preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) All original records, accounts receivable data and documentation pertaining to said data is, and shall, remain, the property of the County, and shall be delivered or returned to the County in such media form as existing on the County system, together with a hard copy, and any other documents necessary to utilize the tape, disk, or media in which the data may be stored. Such material shall be delivered within thirty (30) days of the expiration or termination (for any reason) of the Agreement.

6. 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, contractors, 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.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, state and local Laws, including, but not limited to those relating to HIPAA*, 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 Appendices 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.

* the Business Associate
Addendum with
hereto as Exh
C,
056

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

(i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of the 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.

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

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

(d) Ethical Standards. Contractor shall use diligent and timely billing and collection efforts. All of teh Contractor's operations must be performed in accordance with the highest standards of legal ethics. Contractor shall comply strictly with any legal requirements or codes of

conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made. Such requirements will include but will not be limited to compliance with the following:

- Fair Debt Collection Practices Act, 15 U.S.C. § 1692
- New York State Judiciary Law Article 15, § 489
- New York State general Business Law Article 29-i-1, § 600 and 601 New York State Executive Law Article 5, § 63, subdivision 12.

(e) The Contractor shall monitor developments and changes in regulations and circumstances affecting billing and collection services, including changes in rates of Medicare reimbursements and reporting requirements. As soon as practical, Contractor shall communicate any such changes to the Department and adapt procedures as necessary to conform to regulations. Contractor shall periodically recommend administrative, procedural, technical and other improvements that will reflect industry best practices and improve revenue generation, customer service and /or other key areas of performance.

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

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

(c) The Contractor shall dedicate a minimum of thirteen (13) employees to work on the Department's account.

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

(b) The Contractor shall indemnify and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim for infringement by the Contractor of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphics, charts, methodologies, specifications or printed matter furnished or used by the Contractor in the

performance of this Agreement. The Contractor shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the Services or work. Notwithstanding the foregoing, the Contractor shall have no liability for and third party claim of infringement based on (i) modification of the software to the extent that the modification was made without the Contractor's consent or (ii) the use of the software in connection with another product or services (the combination of which causes the infringement) if the Contractor did not approve, in writing, of such use.

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of

any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

(b) Notice of Termination by the County. Upon the receipt of a notice of termination of the Agreement by the Contractor pursuant to paragraph (a)(i) above, the Contractor shall not perform work on any new account received on or after the date of such notice and shall return to the County any and all new accounts. Contractor shall continue to work on any remaining accounts submitted by the County, prior to the receipt of the notice of termination for a period of six (6) months from the date of the initial invoice, and shall receive the then current fee for net revenue collected. Any and all accounts collected or uncollected, shall be returned to the County six (6) months from the date of original invoice for each patient account. No accounts shall be in Contractor's possession more than five (5) months after date of termination.

(c) By the Contractor. (i) This Agreement may be terminated by the Contractor upon notice to the County at least one hundred eighty (180) days prior to the end of the current contract term. Contractor must continue to provide all services up to, and including the termination data including billing on all accounts received via transmitted patient care reports. (ii) In the event of termination in whole or in part by the Contractor, the County may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the County.

Contractor shall continue to perform under this Agreement to the extent it is not terminated and will be liable to the County for excess costs incurred in procuring similar goods or services.

(d) Termination under this subsection shall be effected by the Contractor delivering to the Commissioner or other Department head ("The Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(e) Contractors Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. Further to the foregoing, the County, at its sole option, may choose to extend this Agreement, in whole or in part, for an additional ninety (90) days beyond the end of the then current contract term to minimize service disruption during transition. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded

from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of ^{five} ~~One~~ Hundred and ^{thirty three} ~~Sixty~~ Dollars (\$160-00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractors upon signing this Agreement. (038)

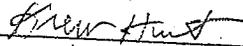
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

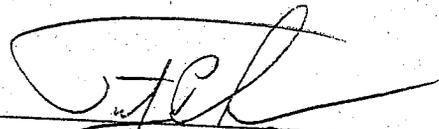
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

MED3000, INC.

By: 
Name: DREW HURT
Title: CFO
Date: 5/28/13

NASSAU COUNTY

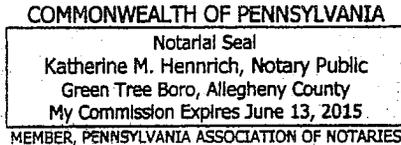
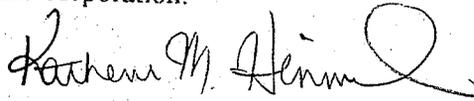
By: 
Name: Timothy Sullivan
Title: Deputy County Executive
Date: 11/12/13

PLEASE EXECUTE IN BLUE INK

PENNSYLVANIA
STATE OF NEW YORK)
ALLEGHENY)ss.:
COUNTY OF ~~NASSAU~~)

On the 26th day of MAY in the year 2013 before me personally came Drew Hurt to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Allegheny; that he or she is the Chief Financial Officer of Med3000 Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



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

On the 12th day of NOVEMBER in the year 2013 before me personally came Thomas J. 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.

NOTARY PUBLIC



JOSEPH DEVITO
Notary Public, State of New York
No. 01DE4736393
Qualified in Nassau County
Commission Expires July 31, 2017

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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.

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

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

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

Contractors for projects under the supervision of the County's Department of Public Works

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

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

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

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

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

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

Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any

new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

of bonds, notes or other securities.

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

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

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

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

Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

The chief executive officer of the Contractor is:

PATRICK HAMPSON

(Name)

680 ANDERSEN DR FOSTER PLAZA 10 PITTSBURGH PA 15210

(Address)

412 937-8888

(Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

5/28/13
Dated _____

Drew Hurt
Signature of Chief Executive Officer
FINANCIAL

DREW HURT
Name of Chief Executive Officer
FINANCIAL

Sworn to before me this

28th day of May, 2013.

Katherine M. Hennrich
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine M. Hennrich, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires June 13, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

**Details of requirements for Billing Vendor for
NCPD Emergency Ambulance Bureau**

RFP# PD1005-1236, October 2012

The vendor will subcontract with a supplier of an electronic PCR (EPCR) program of the Bureau's choosing. The EPCR program will provide the following...

The vendor will supply forty (40) laptop computers with integrated aircards for use in the field to generate electronic PCRs. These will be used in all ambulances and supervisory vehicles. The vendor will provide for the potential additional laptop computers, up to a total of 48, to allow for expansion or creation of new ambulance posts. The specifications of the laptop computers will be determined by the Bureau.

Vendor will provide forty (40) wiring kits for hardwiring battery chargers to the vehicles. The vendor will provide for the potential of additional wiring kits, up to a total of 48, to allow for expansion or addition of ambulances.

Vendor will provide twelve (12) portable DC adapters for portable charging in vehicles.

Vendor will provide for replacement of field laptop computers, beginning at the 2 year in-service mark. At that time, field laptops with 2 years of service time will be replaced with new versions. The specifications of the field laptop computers will be determined by the Bureau.

The vendor will supply cell service for all laptops. Choice of cell provider(s) will be at the discretion of the Bureau, as dictated by local coverage areas.

Vendor will supply a stock of twelve (12) replacement batteries for field laptops for rotation and maintenance.

Vendor will provide three (3) battery chargers – each with a 3 battery capacity.

Vendor will provide paid subscription to current EPCR vendor – currently Emergidata's "RescueMedic" program.

Vendor will provide paid subscriptions to all necessary data storage programs to Emergidata, Log Me In, and MedMedia's "Webcur".

Vendor will provide paid subscriptions to all necessary anti-virus programs, necessary spyware programs, Fortres, etc. as determined by the Bureau.

Vendor will supply paid subscription and necessary support/hardware and supplies for Lightpath internet for EAB Billing Office.

Vendor will supply four (4) laptop computers, of the Bureau's specifications, with aircards and associated software/subscriptions for use by EAB Billing Tech Support Team. Vendor will provide up to 2 additional laptop computers, as needed, in the event of expansion of the Bureau's Tech Support Team.

Vendor will provide for replacement of same, at the Bureau's discretion, after two (2) years.

Vendor will supply and support three (3) desktop computers and associated software and hardware of EAB's specifications for administrative use by EAB Billing Office. Associated hardware will include, but not be limited to, 2 high speed scanners and 2 high speed printers. Specifications will be determined by the Bureau.

Vendor will provide for replacement of same, at the bureau's discretion, after two (2) years.

Vendor will provide, at no expense to the Bureau, training for the EAB Billing Office Tech Support Team - up to 6 people - in appropriate applications such as Networking, Windows, MS, etc.

Vendor will provide and maintain one (1) industrial capacity document shredder, specifications to be determined by the Bureau.

Vendor will provide for an open account with Panasonic, Inc. for replacement items for field computers - styluses, batteries, straps, etc.

Vendor will provide for in-house supply of parts and sundry items for repair and maintenance of field laptops.

Vendor will provide an open credit card account, with a pre-set monthly dollar amount, for purchase of said parts and supplies.

Vendor will maintain an open warranty and repair/replacement contract with computer manufacturer(s) for necessary repairs and/or replacement of computers that cannot be performed in-house.

Vendor will supply and maintain one (1) high speed printer of the Bureau's choosing for use in the emergency room patient receiving area.

All specified reflect minimum requirements for daily operating of the Bureau's Billing and Electronic PCR program. All specifications are subject to revision at the Bureau's discretion prior to actual implementation of contract.

EXHIBIT B

Fox, Tatum

From: Maybruch, Morris <Morris_Maybruch@med3000.com >
Sent: Friday, February 01, 2013 10:58 AM
To: Comiskey, Tara; Fox, Tatum
Subject: MED3000 Best & Final Offer

As per our discussion yesterday, MED3000 is making our Best & Final Offer to reduce our charge rate to 6.75% of collections. We look forward to continuing our service to the Emergency Ambulance Bureau of the Police Department of Nassau County. Please let me know if you need anything else.

Best regards,

Morris Maybruch | Vice President EMS
MED3000, Inc. | Outcomes Matter
1 Blue Hill Plaza | PO Box 1542 | Pearl River, New York | 10965
OFFICE 845-368-4800 ext 8134 | FAX 845-920-0480
morris_maybruch@med3000.com | www.med3000.com

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Response to Request for RFP# PD1005-1236
Nassau County, New York

*Ambulance Billing Services for the
Nassau County Police Department*

MED3000, Inc.
1 Blue Hill Plaza
PO Box 1542
Pearl River, NY 10965

Morris Maybruch; EMS Vice President
(845) 368-4800
December 28, 2012



MED3000

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- Appendix D - Principal Questionnaire Form; Robert Gallo, III
- Appendix D - Principal Questionnaire Form; Drew Hurt
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- MED3000 HIPAA Policies and Procedures
- MED3000 Fairfax County CMS Audit Press Release

MED3000

December 28, 2012

Detective Sergeant Tara Comiskey
Community Affairs
Nassau County Police Department
1490 Franklin Avenue
Mineola, New York 11501

Dear Detective Sergeant Comiskey and Members of Nassau County Police Department's Ambulance Billing Services Selection Committee:

MED3000 is pleased to submit our proposal in response to RFP# PD1005-1236 *Ambulance Billing Services for the Nassau County Police Department*. Please accept our proposal. We provide our recommendations for you and our best ideas about continuing our relationship with you. Our Fire/EMS client base of over 150 accounts generates over 500,000 annual ambulance transport billables, making MED3000 one of the leading EMS revenue recovery companies in America.

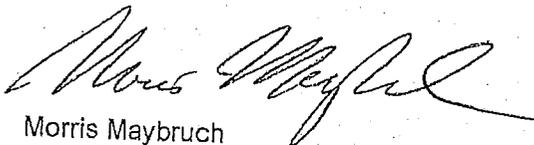
This proposal is a firm offer and will remain so for at least 180 days from its due date. MED3000 understands in full all requirements of your RFP, and our response specifically meets your requirements. We will comply with all provisions set forth in this response to the RFP. All persons, companies, and parties associated with this proposal are named in this proposal. Our EIN is 23-2939847.

MED3000, Inc., a Delaware Corporation, has over twenty years of EMS billing and medical billing experience with over ten years of experience with Nassau County. MED3000 is headquartered in Pittsburgh, PA, with seventeen regional offices in twelve states, including our EMS office in Pearl River, NY and West Lawn, PA.

We specialize in ambulance billing, municipality cost recovery, and medical revenue management. With over 2,100 employees and nearly \$150 million in annual revenue, MED3000 possesses both the trained personnel and expertise required to continue all aspects of EMS billing and claims management for Nassau County.

You can continue to expect the highest level of service and excellent billing results from MED3000. We welcome the opportunity to provide you with additional information in an oral interview with our experienced team. The following MED3000 executives are authorized to negotiate on our behalf: Pat Hampson, Robert Gallo, Glenn Goodpaster and me. Please contact me if you need further information or to schedule a time for oral presentations: 845-368-4800 or morris_maybruch@MED3000.com. I look forward to hearing from you.

Respectfully submitted,



Morris Maybruch
Vice President EMS
845-368-4800

Tab 1: Cost Proposal Form

We have included a completed and signed copy of Appendix A in the Appendix of this Response. Below is MED3000's Cost Proposal for the continuation of comprehensive billing services, electronic patient reporting (ePCR), and field hardware solutions for Nassau County as specified in this Response.

Cost Proposal

For Nassau County, MED3000 will offer pricing for all billing services and all other services related to billing detailed in this Response as follows:

For all EMS transports, MED3000 will provide all-inclusive services as outlined in this Response, *RescueMedic* ePCR software, and all hardware replacement detailed in this Response for 7% of net cash receipts for the duration of any Agreement between Nassau County and MED3000.

Tab 2: Proposed Approach to Scope of Work

We have included a completed and signed copy of Appendix B in the Appendix of this Response. Following is a complete description of MED3000's approach to EMS billing which includes:

- Staffing
- Ambulance Billing Experience
- Prior Experience with Public Sector Clients of Size and Scope Similar to that of Nassau County
- Detailed Cover Letter
- EMS Billing Project Methodology

MED3000 Staffing

MED3000's Executive Staff in our Fire/EMS Division has a unique composition to the billing industry: our leadership team includes CPAs and proven Fire/EMS leaders. The revenue and compliance strategies developed by our CPA tandem of Morris Maybruch and Glenn Goodpaster as well as substantial Fire/EMS experience from Pat Griffen and Ashley Peters have enabled our clients to rise to new levels of customer satisfaction and revenue.

PATRICK HAMPSON, MED3000's founder and President/CEO, has provided stability and vision in building a successful healthcare management and technology company in an era of practice management company failures. Pat's personal commitment to excellent customer service and to MED3000's employees has resulted in a strong culture and a profitable enterprise. Pat was previously on the Board of Medic Computer Systems (now Misys) and MedUnite. He now serves on the Boards of MED3000, A4 Health Systems, Pittsburgh Ear Foundation, and the MED3000 Foundation. Pat is an alumnus of Ohio Northern University.

HILLARY HARLAN, J.D., R.N., Chief Compliance and Ethics Officer for MED3000, has experience working with physician practices, hospital systems, and long-term care facilities. Prior to joining MED3000, she served as Director of Compliance and Legal Services for Preferred Care Partners Management Group, LLP, where she filled the roles of Corporate Compliance Officer and HIPAA Privacy Officer and was responsible for licensure, regulatory, and risk management activities. Hillary earned a Bachelor of Arts degree from Southern Methodist University and her Bachelor of Science degree in Nursing and her Doctor of Jurisprudence degree from Texas Tech University. Hillary is responsible for the oversight of the company's corporate compliance and ethics program, with the goal of making MED3000 the standard for excellence in compliance.

ROBERT GALLO, II, Esq., Executive Vice President and General Counsel for MED3000, has a considerable background in corporate legal work. Bob had provided outside legal counsel to MED3000 for over the past seven years and now represents the company's legal affairs in-house. While practicing at a large firm in Pittsburgh, he focused on corporate finance transactions, public and private company mergers and acquisitions, private equity transactions, venture capital finances, private placements of equity securities, federal and state securities law compliance, and equity incentive arrangements. Bob is a 1992 graduate of John Carroll University, where he obtained a B.S.B.A. in Accounting. In 1996, he graduated cum laude from Duquesne University Law School of Pittsburgh where he served as Managing Editor of Law Review. That same year, he earned an M.B.A. from Duquesne University School of Business.

STEVE URA, Chief Technology Officer and Senior Vice President, oversees the information systems strategy and infrastructure for MED3000's IT operations, as well as the R&D of MED3000's M3/IQ™ data warehouse and reporting technology. In addition, he directs the privacy and security initiatives related to all of the company's information systems and networks. Steve has 30 years of healthcare information systems and software development experience, including an extensive background in commercial software development from product definition through design, coding, implementation, installation, and support. Steve founded a healthcare-focused software development and consulting firm which was subsequently purchased by a healthcare software company in Houston, Texas. After seven years in Texas, Steve joined A4 Health Systems in Cary, North Carolina, to refocus the company on the development and delivery of clinical software products. He is known for his role in the development of the products known today as HealthMatics ED, EHR and Ntierprise. Steve also served as Vice President of Development for the HealthMatics product line for Allscripts. In this role, he led the Product Management, Software Development, and Quality Assurance teams for HealthMatics.

GLENN GOODPASTER, CPA, Senior Vice President of EMS, is responsible for the overall development of business strategies with EMS and MVA operations for MED3000 EMS. Glenn serves on the Board of Directors for a surgery center located in Cincinnati, OH. Prior to joining MED3000 EMS, Glenn was President of Professional Management Services, a medical practice management firm. Glenn has a BSBA from the University of Cincinnati and received his CPA in 1985.

MORRIS MAYBRUCH, CPA, EMS Vice President, has over 20 years of experience in health care, including expertise in finance, administration, billing, and collections. Prior to joining MED3000, Morris was president of Medbill.com and managing partner of Madlin, Maybruch & Weingard, a certified public accounting firm in New York. Morris managed a large clientele of health care clients from 1986 through 1993 when he departed to form Shoreline Medical Billing Systems, Inc. (the predecessor firm to Medbill.com). Shoreline was one of the first companies to provide ambulance billing and collection services in New York State. He earned a B.S. in

Accounting and Business Administration as well as an M.B.A. from Long Island University. He is a member of the American and New York Institutes of Certified Public Accountants, a Certified Healthcare Consultant, a member of the National Association of Healthcare Consultants.

PAT GRIFFEN, MED3000 EMS Manager, has been supervising ambulance billing services since 1990. Pat is a Certified Professional Coder and is responsible for maintaining the coding integrity of all claims processed. She has managed multiple implementations successfully with seamless transition resulting in an ongoing revenue stream for municipalities. In addition to the overall management of the ambulance billing process, Pat is also the onsite compliance individual ensuring that all federal, state and local rules and regulations are strictly adhered to.

ASHLEY PETERS, Supervisor PDCN Ambulance Account, manages and supervises staff and all aspects of the billing process with maximum efficiency as well as emphasis on maximizing revenue reimbursement. Ashley also has played an important role to help increase reimbursements each year and is instrumental in negotiating with insurance carriers to attain full reimbursement of charge rates. Finally, Ashley works to insure that everyone is compliant with all governmental rules and regulations.

JAIME BUCHEL, Account Supervisor /Team Leader, manages and reviews the Nassau team's workload, charge entry, payment posting, insurance and patient follow-up, electronic billing, and insurance appeals for maximum payment.

Ambulance Billing Experience

Currently, MED3000 provides Ambulance Billing Services for nearly 150 clients located in 10 states. Those 150 clients represent over 500,000 annual ambulance transports making MED3000 one of the largest companies in the United States providing ambulance billing services.

Prior Experience with Public Sector Clients

99% of our current client portfolio of 148 clients is comprised of public sector clients; our client base ranges in transports from fire/EMS departments that transport as few as 500 patients annually to large departments such as Nassau County, the City of Columbus, and Fairfax County that annually transport as many as 55,000 patients.

Needless to say, our experience with public sector clients is extensive, exceeding the experience of virtually every other company providing ambulance billing services in America.

Cover Letter

We have provided a Cover Letter for your review; this letter is located at the beginning of this Response immediately preceding Tab 1.

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Nassau County, New York
December 28, 2012
MED3000 Response to RFP #1005-1236

Overview of MED3000/Nassau Project Methodology

Financial and Technical Prowess

In 2011, MED3000 had gross revenues in excess of \$160 million. Additionally, we possess extensive experience as well as superior technical resources in the area of electronic integration with EMS ePCR companies. Presently, we use electronic interfaces with leading EMS ePCR companies such as ImageTrend, Open *SafetyPAD*, ESO, Emergidata, ZOLL *RescueNet*, and Firehouse Software.

Our Pursuit of Excellence: If you select us as the successful vendor, our management philosophy and program management with you will be the same as it always has been in Nassau County, a *consistent pursuit of excellence*. As agents of the customer, we pursue excellence in each and everything we do. Our continual pursuit of excellence results in positive outcomes for our clients including maximized revenues.

We do not settle for mediocrity; lives are on the line with EMS providers, and we know that giving our best in each and everything we do provides more dollars for EMS. More dollars translates into better services provided; *better services provided helps to save lives*.

Some companies do not share this philosophy, but, at MED3000, *we believe a consistent pursuit of excellence helps EMS providers such as you save lives*.

A Personal Touch: Secondly, we offer a personal touch at a level above and beyond our competition. Oversight of your program will be directed by Morris Maybruch, whom you know well and trust. Morris will continue to deliver personal, uninterrupted, and effective customer service to you at a level unmatched by our competition.

Nassau County as a Showplace: Nassau County already is "A Shining Star" in our EMS Division. You are far more than another line on a spreadsheet as might happen with some of our competition. In fact, we are extremely proud of the partnership we have enjoyed with you for the preceding ten years.

We have accomplished much to be proud of with you, and it sets us apart from the competition:

- Our entire staff (including managers and supervisors) are highly trained Certified Professional Coders, many of whom have worked with us for over twenty years. They have expertise in reviewing and assigning accurate medical codes for procedures, diagnoses, and they have a sound knowledge of medical coding regulations including compliance and medical necessity requirements.

MED3000 *Comprehensive Revenue Recovery Solutions*

- We are aggressive in our follow-up with insurance companies and patient balances and make multiple calls to patients inquiring about insurance information as well as any outstanding balances.
- Our staff appeals denials, re-appeals denials, and then arbitrates all claims until they are paid in full.
- MED3000 files claims with the State Insurance Dept. if insurance companies continuously fail to pay the claims in full.
- We have registered with Fair Health Inc. (an agency that determines that charge rates are reasonable and customary) and have used these findings to set maximum rates in the NY Metro region.

These findings have resulted in establishing defensible positions in arbitration and State Insurance Dept. hearings.

- We have never been cited by any governmental agencies for any reason unlike many of our competitors.
- Last, but not least, your ambulance billing programs has achieved unparalleled financial success in partnership with us at MED3000.

When we took over your program in 2002, you were averaging \$186 per transport; today, that number has risen to approximately \$525 per transport. How significant is \$525 per transport?

Nassau County's current revenue of \$525 per transport places it in the top 5% of all Mid-Atlantic 911 providers and is a full \$175 higher per transport than any other community in the Greater New York area providing billing for ambulance transports.

In conclusion, by continuing the very best in customer service, compliance, and financial returns, we know that in our partnership with you, Nassau County is poised for continued excellence in its ambulance billing program.

Transparency in Everything We Do: By transparency, we pledge to continue our proprietary system designed exclusively for you whereby internal audits (of varying degrees and frequency) are performed on billing functions with the results forwarded to you for review. ***We have always opened up our processes to you so that nothing is hidden from you.***

Trust is everything in a relationship, personal or business. We want your trust, but realize that trust isn't assigned; trust is earned. Transparency fosters trust.

At MED3000, we bridge the gap between operational knowledge and technology so that EMS providers can deliver the highest levels of operational and financial performance to their

MED3000 *Comprehensive Revenue Recovery Solutions*

communities and clients. Our comprehensive package of client services and programs including EMS billing and revenue management, data warehousing tools, comprehensive practice management, consulting services, operational oversight, and clinical performance measures are all outlined in this Response.

We have a clear focus on partnering with EMS service providers. Our substantial fire and EMS experience allows us to excel at providing quality training programs for our clients that include billing program education, documentation training, administrative training, HIPAA and privacy security training and, as needed, public relations and education programs.

We work closely with our clients to establish charge rates that maximize collections from health insurance carriers. We have even negotiated contract rates with insurance carriers on behalf of our clients. We are sensitive to the government healthcare provider such as Nassau County and recognize your unique relationship to each citizen.

Finally, we will continue to manage your billing operation within proper accounting standards so that there is never a risk or question related to insurance or financial auditing and/or program accountability.

Tab 3: Certification Form

We have included a completed and signed copy of Appendix C in the Appendix of this Response.

Tab 4: Principal Questionnaire

We have included four (4) copies of Appendix D in the Appendix of this Response. Each copy is distinct; four eligible parties as defined in Appendix 4 have been listed.

Tab 5: Living Wage Certificate of Compliance

We have included a completed and signed copy of Appendix F in the Appendix of this Response.

Tab 6: Exceptions to the RFP Requirements

MED3000 takes no exceptions to this RFP.

Tab 7: Additional Information

MED3000 Qualifications and Experience

MED3000, Inc. provides EMS and Motor Vehicle Accident (MVA) revenue recovery services to over 150 EMS and MVA clients in over ten states. Processing over 500,000 annual billables, MED3000 possesses the expert personnel and EMS revenue recovery experience required to maximize EMS revenue recovery for you.

Since our founding in 1995, MED3000 has grown to become a national provider of healthcare management and technology services, with over 2,100 employees in 13 states.

In just four short years, the bottom line of our entire EMS client portfolio has increased by more than \$35 per transport. Our EMS division is one of the leading providers of EMS revenue recovery services in America and consistently returns the highest revenue per transport of any company providing EMS revenue recovery services across America.

Finally, our financial "horsepower" is unmatched. MED3000 was recently acquired by McKesson; McKesson achieved \$112B in sales in 2011 and is currently ranked #14 in the Fortune 500.

MED3000 Successes

In today's tough financial climate, every community across America that manages ambulance billing is constantly looking at ways to maximize revenues. As a partner with many such communities, we are privileged, on a constant basis, to experience many financial "success stories" with our clients. Earlier in this Response, we highlighted the substantial financial success that you have achieved in Nassau County. Following is another example of financial success: our partnership with Fairfax County, Virginia.

In late 2009, Fairfax County decided to put its EMS billing program up for competitive bid. After a national competitive bid process was initiated and concluded in early 2010, Fairfax County selected MED3000 over two other large national EMS billing companies to provide comprehensive EMS billing services beginning on July 1, 2010.

In FY08 and FY09 combined, the total income Fairfax County realized from EMS billing averaged \$285 per transport. In the twelve months ending March 2012, Fairfax County's average revenue per transport from EMS transports was \$349; an increase of over 20% compared to FY08/09.

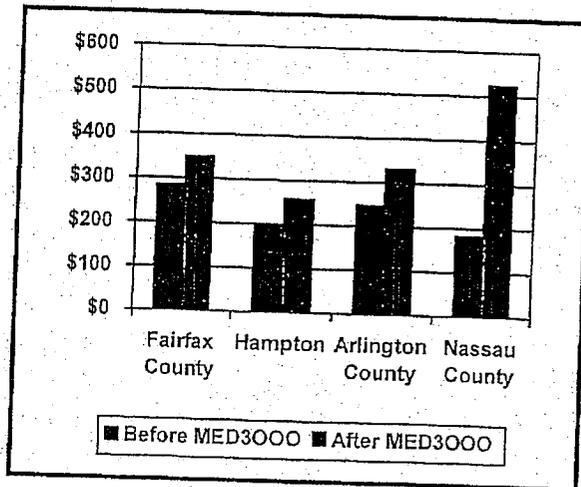
By any measurement, Fairfax County and MED3000 have been extremely successful.

MED3000 *Comprehensive Revenue Recovery Solutions*

Another MED3000 success story is the City of Hampton, Virginia. In September of 2010, the City of Hampton contracted with MED3000 to manage its EMS billing program.

Our revenue history in Hampton has outperformed our success in Fairfax County; in calendar year 2009, the City of Hampton generated \$197 per transport. Contrast those results with these: *in the twelve months ending March 2012, the City of Hampton averaged \$258 per transport, an increase of 31% compared to 2009.*

Furthermore, we have had similar results in other jurisdictions such as Arlington County, Virginia. Before MED3000, Arlington County averaged \$248 per transport; in calendar year 2011, the County generated \$331 per transport (+33%). The table below illustrates our success in dollars per transport:



Our success to date in Fairfax County, the City of Hampton, Arlington County, and particularly with you in Nassau County has not been accidental. It is the result of hard work, innovative proprietary methods, on-site supervision, and the excellent team concept MED3000 has developed with our clients.

Furthermore, we offer a wide variety of billing and customer service tools for our customers. Those tools include:

- Acryness Intelligent Document Solutions to produce and mail all patient statements as well as to provide online patient access to update insurance information and to make payments on account balances
- Documentation/compliance procedures

- Substantial experience with establishing "electronic relationships" with hospitals
- Bank lockbox experience with numerous banks and financial institutions across America

MED3000 Project Approach

Management Philosophy

MED3000 values its people as one of the greatest assets of our company:

- We continually strive for excellence in each and everything we do.
- We do not tolerate dishonesty.
- We demand accountability in our organization.
- When we make a mistake, we take full responsibility for that mistake and do everything we can do make sure that mistake is not repeated.
- We believe in positive reinforcement: when an employee achieves something special, he or she is rewarded.
- We believe employees work best when they report to supervisors and these supervisors report to their immediate superiors. When all work closely this way, we keep communication open and our clients' best interests first.
- We provide our employees with the best possible tools in order to allow them to succeed.
- We believe that training is the key to prevent recurring mistakes; we provide training opportunities for our employees as well as our client base.
- We view each and every MED3000 employee as extensions of our clients; when our personnel interact with your customers, we become an extension of your department.

Benchmarking

MED3000 organizes its EMS revenue recovery workforce with team supervisors working with billing specialists who manage all aspects of the clients they serve: call charge/bill, health insurance acquisition, posting, and accounts receivable follow-up.

MED3000 *Comprehensive Revenue Recovery Solutions*

Each billing team is assigned a block of MED3000 clients, and, within each team, specialists provide their expertise to each client assigned to their team. For example, supervisor Ashley Peters's team has billing specialists assigned to posting. Each specialist provides posting for all of Ashley's clients.

The team concept works well. Our Operations Director assigns charge and revenue benchmarks for each team. Each team supervisor is responsible for managing all aspects of her team in order to meet benchmark goals established by the Director. If these goals are met, each team is rewarded; if they do not, an analysis is made and problems are corrected if found.

Benchmark numbers are reviewed each week with a tighter analysis at the end of each month. Based on the outcome of an analysis, changes or modifications are made as needed.

Finally, the team concept sets up internal "competitions"; we provide proprietary rewards periodically for team successes.

Quality Assurance

Our team concept with corresponding benchmark controls is designed to improve team efficiency. We also work with clients such as you to improve efficiency by conducting quarterly reviews. At the end of each quarter, we produce a quarterly report for each client.

Each quarterly report identifies key components of a client's billing process: total charges, total dollars billed, transports, payor mix, etc.

Each client is mailed a quarterly report; once you receive your report and have time to look it over, Morris will schedule a time to meet personally with you to review your quarterly report results.

Customer Service

We are very aware of the customer service expectations you have with your citizens and will represent you and your citizens in a very sensitive, respectful way. Any inquiries that question patient care will be forwarded to County members for review.

We employ toll free telephone services for all customer service representatives. Customer service representatives will be available Monday through Friday (excluding holidays) from 8 a.m. Eastern to 5:00 p.m. Eastern to answer any incoming customer service inquiries. Based on input from you, we have the flexibility to extend those customer service hours if needed.

Additionally, all of our executive staff employees can be accessed virtually 24/7 by any of your key administrative personnel to respond to any issues or inquiries.

Keys to Success

With annual billing in excess of 350 million dollars, we very much understand what it takes to be financially successful in the EMS revenue recovery industry.

Following are 7 "Keys to Success" that we will strongly work with you to implement and/or improve:

- Proper Documentation
- Charge Rates
- Signatures
- Technology
- Training
- Management of Accounts Receivable
- Compliance

Proper Documentation

Proper documentation of patient treatment and patient demographic information is a significant factor in order for you to realize maximum reimbursements from EMS revenue recovery.

Our coding personnel apply stringent Medicare rules and regulations in determining whether or not a call is coded BLS, ALS, or ALS2.

Charge Rates

We will continue to provide to you charge rate guidance and recommend to you any needed charge rates changes to give you the chance to capture maximum available revenue from the insurance providers.

Typically, we recommend charge rates be established that blend the Usual, Reasonable, and Customary charges as established by Medicare for the specific geographic region with the actual cost of providing the emergency medical service response.

Communities can estimate the actual cost of providing EMS services by considering budget allocations and the total number of emergency responses for services that EMS agencies respond to. It is not uncommon for these costs to range from \$1,200 to \$1,500.

Medicare and Medicaid obviously will pay their allowable rate for services provided; nothing more. Private insurance providers will pay based on the individual policy provision which may be as much as 100% of the charge. We have been very successful in capturing the maximum revenue possible from a multitude of insurance providers while at the same time taking a very passive approach to resident collections for revenue recovery. This combination establishes a system that is very sensitive to all tax paying residents.

Signatures

One of the key components for a successful EMS revenue recovery program is signature capture. Signature capture is comprised of two key elements:

- HIPAA privacy right notification signature
- Assignment of Benefits release signature

HIPAA Privacy Right Notification Signature

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a comprehensive federal law that regulates many aspects of personal and private health information. Many areas of HIPAA deal with health information outside the scope of public and private EMS; however, HIPAA does address and regulate several areas of EMS information security, maintenance, and transfer including proper notification of patient privacy rights.

Under HIPAA, each transported patient is required to be notified of his or her privacy rights under HIPAA and to sign a release that such notification has been presented to the patient.

We will provide you with HIPAA signature release language combined with assignment of benefits release information. We combine language that requires only one signature to satisfy both HIPAA and assignment of benefits signature requirements.

Assignment of Benefits Release Signature

An assignment of benefits release signature is an absolute requirement of all federal health insurance providers such as Medicare, Champus, and Railroad Medicare. Some minor and some major regional private insurance carriers such as Anthem, United Healthcare, Oxford, and Aetna require an assignment of benefits signature for payment.

We will send a signature release letter to each patient who fails to provide an assignment of benefits signature. It is extremely important for your EMS providers to attempt to capture a patient assignment of benefits release signature in the field. In the case of patients who are not physically or mentally able to sign a signature release, Medicare law

allows for field providers to sign in lieu of the patient *along with an acknowledgement signature from the receiving hospital.*

Either way, signatures are a must and the overall success of an EMS revenue recovery program can be greatly enhanced by proper signature capture.

Training

We are very effective in our client training program. As a component of our service, we will continue to make available to you a training program that provides all patient care providers with the most up to date information on all components of your billing program and the key items necessary for success.

We use experienced EMS professionals who have been a part of successful EMS revenue recovery programs provide our field training. Our trainers also understand the financial challenges in providing a high quality EMS system. Our training program ties together today's financial challenges with the basic fundamentals of EMS revenue recovery to provide each attendee with a clear picture of how excellence in EMS revenue recovery can lead to higher revenues.

Technology

We are committed to providing state-of-the-art electronic interfaces for each of our clients. At MED3000 EMS, we have a staff of ten employees who comprise our Information Technology (IT) team. This team of professionals takes the lead in providing interface bridges to our clients' EMS application software programs as well as interfaces that enable us to receive patient demographic and health insurance information from numerous individual hospitals and hospital systems.

Currently, we have interfaces for many ePCR platforms. *Should we be selected, it will be easy for us to continue our current relationship with you and RescueMedic or another ePCR platform should you desire to change.*

Furthermore, and perhaps most importantly, we will work with you to improve constantly our current methodologies in obtaining patient health insurance information from your current transport hospitals.

Management of Accounts Receivable

EMS revenue maximization for you requires aggressive and disciplined AR management. To that end, we have devised our *SureReview* process for AR management. *SureReview* ensures each and every insurance due balance is worked on a 45 day cycle. This revolutionary process eliminates standard aging reports used by other billing vendors.

SureReview catches claims before they age with an insurance company, resulting in increased insurance payments for our clients.

We are fully confident that close cooperation between our staff and you will result in maximizing EMS revenue recovery revenues.

Compliance

Honesty, integrity, and transparency are of the utmost importance to all facets of MED3000's business operations and executive leadership. We have adopted and implemented, with full senior executive leadership support, MED3000's Compliance Program which serves as a valuable asset in complying with all applicable laws and regulations while continuously building a strong ethical culture.

The MED3000 Code of Conduct is a key document of our Compliance Program, providing guidance to MED3000 employees, contractors, and vendors as to appropriate professional and personal conduct required while carrying out daily activities. The Code of Conduct exceeds HIPAA and CMS requirements by:

- Clearly communicating our commitment to our policies and procedures, regulations, professional standards, ethical business practices, and workplace standards;
- Clearly conveying a message to all MED3000 colleagues their responsibility for maintaining full compliance with laws and regulations as well as the expectations that they act and represent MED3000 with the highest ethical standards;
- Informs all of our employees about their responsibilities in making MED3000 a successful organization.

Hillary Harlan is Chief Compliance and Ethics Officer. An attorney as well as a registered nurse, Ms. Harlan previously served as Director of Compliance and Legal Services for Preferred Care Partners Management Group, LP. She is responsible for overseeing MED3000's corporate compliance and ethics program as well as overseeing MED3000's operating units. Recognizing the importance of expertise in compliance leadership, MED3000 believes a CCO with direct healthcare experience, a law degree, and significant compliancy experience provides appropriate leadership for our organization and clients.

As a foundation for our ethical and compliant business practices, MED3000 has several adopted and fully implemented policies; they are as follows:

- MED3000 HIPAA Policies and Procedures
- MED3000 Compliance Plan
- MED3000 Code of Conduct
- MED3000 Identity Theft ("Red Flag") Program

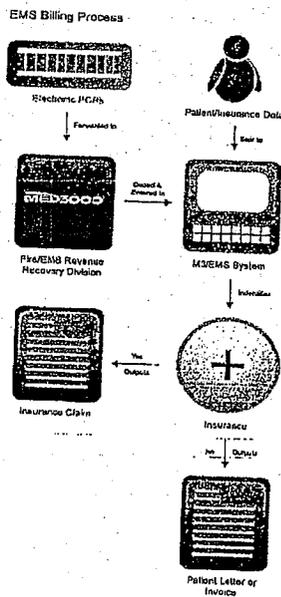
- Non-Employment of Sanctioned Individuals Policy
- Non-Retaliation Policy

Operation of Electronic Billing

The M3/EMS interface engine allows our billing staff to measure more effectively and manage the data being received from hospitals. Measuring is always a prerequisite of managing and no other billing vendor doing business across America manages and reports on results so accurately.

Client PCR's are electronically (and by paper when required) received in our office, coded by our staff, entered into our system, and then automatically matched with the demographic/insurance data to create an insurance claim. Insurance claims are generated on a daily basis and forwarded to insurance companies electronically in the vast majority of cases.

When no insurance is identified, billing associates automatically check for Medicaid eligibility on behalf of the CLIENTNAME. If no insurance is identified, the patient will receive either a Request for Information (RFI) letter or a balance due invoice as specified by the client. Incomplete mailing addresses are programmatically forwarded to Accurint (the largest and most complete skip trace data base available). Updated addresses are automatically updated in the system and the patient communications process is initiated, as illustrated below:



We will provide, throughout the contract period, experienced industry professionals to work side-by-side with you to monitor continually all facets of its billing program. Finally, we will continue to manage your billing operation within proper accounting standards so that there is never a risk or question related to insurance or financial auditing and/or program accountability.

Billing Process Synopsis

Should you continue to contract with us, your billing process will flow as it always has:

First of all, the entire process begins with patient treatment and demographic information that is captured by EMS personnel in the field. On each response and transport, your EMS personnel typically gather dozens of data points and enter that information as well as narrative documentation into an electronic patient care report (PCR) in *RescueMedic*.

Once a PCR is stored within *RescueMedic*, your EMS personnel will then upload that record with hundreds of others into a safe and secure MED3000 File Transfer Protocol (FTP) site.

After those files have been stored in our FTP, billing information is then entered electronically into our *Medical Manager* billing platform. Once entered into *Medical Manager*, each claim is tagged with a unique *Medical Manager* identifier and then coded. Assuming no patient treatment and/or demographic information is missing, the record is charged into *Medical Manager* and awaits health insurance information.

The acquisition of patient health insurance information is what sets MED3000 apart from any other vendor that may respond to this RFP, ***regardless of vendor size. If selected, we will continue to use and improve the current patient health insurance acquisition system with your primary transport hospitals.***

The acquisition of timely and complete patient health insurance information is critical to the success of any EMS transport billing program.

Overall, our experience is that we receive *complete* patient treatment and demographic information within 2-3 days of the incident date as well as *complete* health insurance information from the transport hospital within 10-14 days of the incident day. As soon as we receive this information, we complete the charge and bill the claim to the provider or patient within 24 hours of receiving all information (within 10-14 days of incident date).

With few exceptions, all primary claims are billed electronically through our third party clearinghouse, WebMD; WebMD is one of the world's leading providers of healthcare management and technology solutions.

Examples of first claim providers are Medicare, Medicaid, Anthem Blue Cross, United Healthcare, and Oxford, although literally hundreds of providers are also billed electronically through WebMD.

WebMD is also used for secondary Medicare claims while the overwhelming majority of secondary providers are billed via paper claims as are individual patients without insurance or individual patients with an outstanding balance after insurance payments.

Should our billing personnel have incomplete patient treatment and/or demographic information, our personnel may need to contact fire department personnel for issues related to treatment or the patient for issues relating to missing patient demographic information. MED3000 personnel use a variety of tools such as Request for Information (RFI) letters, telephone calls, email, and skip tracing services such as *Accurint* to obtain as much information as possible before sending claims to insurance providers.

Once the initial claim is sent to primary and secondary providers, most programs work within a billing model that sends out subsequent bills on a 30-60 and sometimes 90 days billing cycle subsequent to the date of the initial bill. At the end of this billing cycle, any remaining balance is designated for write-off and is either written off in total per County directive or forwarded to a collection agency should you desire such action.

As far as payments are concerned, Medicare will remit payments on claims within two weeks of submittal while the overwhelming majority of private insurers will remit payments within three weeks of claim submittal. We prefer that you be in the position to receive payments electronically from as many providers as possible; electronic payment remittal accelerates payment time.

Timeline

Should MED3000 be selected as the successful vendor, the timeline is simple.

We will continue business as usual providing you with comprehensive billing services and *RescueMedic* ePCR software. We will also continue our current replacement/upgrade program of Panasonic CF-19 laptop computers or equivalent on an as needed basis.

MED3000 References

Currently, we process EMS revenue recovery claims for over 150 clients; our client portfolio ranges in size from communities generating as many as 55,000 annual transports (Columbus, OH) to individual cities as well as county departments that transport between 500 and 15,000 transports on an annual basis. No matter the size or structure of the client, MED3000 personnel provide consistent and comprehensive professional services to each and every client.

On the following page, we provide you a reference list. We encourage you to contact each reference.

City of Columbus

3639 Parsons Ave.
Columbus, OH 43207
Battalion Chief Shawn Koser
(614) 645-7384 x5337
kosers@columbus.gov

We manage over 55,000 annual transports for the City of Columbus. In addition to managing all aspects of the EMS billing program for Columbus, we financed the purchase of over 100 field laptop units as well as a new EMS ePCR platform for the Columbus Division of Fire.

Hampton Division of Fire/Rescue

1300 Thomas St.
Hampton, VA 23669
Chief Bettie Reeves-Nobles
(757) 727-6447
breeves@hampton.gov

MED3000 provides billing services for Hampton; in calendar year 2012, we will process over 15,000 transports for Hampton.

Fairfax County Division of Fire/Rescue

4100 Chain Bridge Rd.
Fairfax, VA 22030
Katie Mangione, Program Manager
(703) 246-2276
katie.mangione@fairfaxcounty.gov

MED3000 provides billing services for Fairfax County; in calendar year 2012, we will process over 43,000 transports for Fairfax County.

Tab 8: Executive Summary

Your success in ambulance billing depends on excellence in these areas:

- Maximizing Revenues
- 100% Compliance
- Integration with *RescueMedic*
- Field Laptop Computers
- Phone System Sophistication
- Excellence in Customer Service

Following are summaries for each of these proposed enhancements:

- An EMS Transport Billing Program that Maximizes Revenues

We have been contracted with you since 2002; in 2002 your program generated approximately \$186 per transport.

Since 2002, our partnership with you has greatly increased the revenues for Nassau County resulting from ambulance billing. During the preceding five (5) years, you averaged or were above \$400 per transport. *Today Nassau County realizes nearly \$525 per transport.*

Given today's current economic landscape and especially the financial challenges facing communities such as Nassau County, \$525 per transport is better than excellent; *it is astounding.* As we highlighted earlier in this Response, *your current return of \$525 per transport is a full \$175 higher per transport than what is received by any other ambulance transport provider in the Greater New York City area.*

How did this happen? As we discussed earlier, numerous factors have helped us "drive" your high returns.

Here are some of those important factors:

- Our ability to *aggressively pursue* insurance companies for partial or non-existent payment.
- We arbitrate all claims until they are paid in full.
- Our registration and findings with Fair Health, Inc. have been instrumental in setting maximum rates in metro New York.
- Our staff is highly trained, experienced, and dedicated (many with over 20 years of ambulance billing experience); many are Certified Professional coders who assign and review all coding diagnosis to ensure 100% coding compliance.

In conclusion, since 2002, the average revenue per transport in Nassau County has increased exponentially by nearly 300%.

- **A System Which is 100% Compliant**

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Preferred Care Partners Management Group, LP. She is responsible for overseeing MED3000's corporate compliance and ethics program as well as overseeing MED3000's operating units. Recognizing the importance of expertise in compliance leadership, MED3000 believes a CCO with direct healthcare experience, a law degree, and significant compliancy experience provides appropriate leadership for our organization and clients.

- RescueMedic Integration

MED3000 has a strong history of integration with EMS record management systems platforms; we currently integrate with a multitude of EMS software companies throughout the United States and, as such, we acquire electronically patient treatment and demographic information. Nearly 100% of all MED3000 EMS transport billing clients electronically upload patient treatment and demographic information from EMS RMS platforms to MED3000.

As you are aware of, we are 100% electronically compliant with *RescueMedic* ePCR software; ***most importantly, we have an operational interface with RescueMedic that provides exceptional service today. It will continue to provide excellent service into 2013 and beyond.***

Finally, should you desire to replace your current RescueMedic ePCR solution with another solution that meets your needs, MED3000 will procure and pay for that solution.

- Field Laptop Computers

If we are so fortunate to continue our partnership with you, our plan is to continue the annual acquisition/replacement of approximately 20 Panasonic CF-19 laptops.

Should you desire to replace more than 20 laptops annually, we will procure the number of laptops that satisfy your needs.

- Phone System Sophistication

The entire MED3000 "world" uses the latest in Cisco telephone technology; each of our billing offices has the following Cisco functions and capabilities:

- Each supervisor has the ability to monitor and report on call taker activity.
- Supervisors and administrators monitor the overall activity within the call center.
- Each supervisor can monitor the phone activity by employee.

MED3000 *Comprehensive Revenue Recovery Solutions*

- Each supervisor can monitor all phone activity related to a client activity.

Cisco reporting is critical in telephone management. Following are a few of the reporting options and administrative tools our administrators in order to manage telephone operations:

- A unique 800# is assigned to each client; when a MED3000 billing associate's telephone rings, he/she knows immediately the MED3000 client related to that telephone call. This unique telephone number is also printed on billing statements as well as Request for Information (RFI) letters.
- A report on the length of time to answer calls.
- A report on the time patients are put on hold (if applicable).
- A report on the time employees are on the phone with patients.
- A report that shows "on time" related sequences for all phone calls by incoming telephone numbers.

Proper management of telephone operations is critical with customer service; our Cisco system is another example of how seriously we take customer service.

• Excellence in Customer Service

If you select us as the successful vendor, our management philosophy and program management with you will be the same as it has been. ***As agents of the customer, we pursue excellence in each and everything we do.***

Should we so fortunate to continue our professional partnership with you, oversight of your program will continue to be directed by Morris Maybruch whose ambulance billing experience with your program as well as with other programs in the Greater New York City area is unmatched. Morris's professional touch, his keen understanding of all issues pertaining to ambulance billing, and ***his unique familiarity with your revenue recovery program*** will be critical in understanding and solving issues that develop within your agency pertaining to ambulance billing.

We have, and always will, place your customers first; our Executive Staff has extensive fire service and EMS experience; consequently, we understand the special bond that exists between you and the citizens of Nassau. Our communication with your customers on a day-to-day basis will continue to be professional and all interactions, whether verbal or written, are and will be held to the highest standards. Our EMS transport billing unit has been blessed with solid growth and a large part of that growth can be attributed to the understanding we have of our customers and the professionalism we deliver.

Whether the task is acquiring health insurance information, interfacing with data management systems, or talking on the telephone with a transported patient, ***we always***

pursue excellence in every aspect of our business. Our business is serving people by providing a service that ultimately helps to save lives.

We know your business and possess extensive knowledge and professional relationships with fire departments and EMS agencies across America. Furthermore, we are among the leaders in providing technology solutions to many facets of America's health system and fire service.

We are proud to have teamed with you; we hope to move that team effort into 2013 and beyond. We enjoy what we do and we believe in what we do. Most importantly, we believe in what you do.

We know EMS. We know your desire to save lives.

Appendix

Statement of Redaction/Exceptions

In the event that copies of MED3000's response are requested by any party not directly employed by Nassau County, MED3000 requests that the following documents found in our Response be redacted (in their entirety) from all disseminated copies:

- MED3000 HIPAA Policies and Procedures
- MED3000 Fairfax County CMS Audit Press Release

RFP # PD1005-1236

TITLE: Ambulance Billing Services for the Nassau County Police Department

AMENDMENT # 1

Due to the impending inclement weather, the pre-bidders conference scheduled for Tuesday October 30, 2012 has been rescheduled to November 6, 2012.

Questions regarding the RFP will be due November 13, 2012.

All other terms and conditions remain the same.

RFP # PD1005-1236

TITLE: Ambulance Billing Services for the Nassau County Police Department

AMENDMENT # 2

Due to the aftermath of Hurricane Sandy, the pre-bidders conference scheduled for Tuesday, November 6, 2012 has been rescheduled to November 13, 2012.

Questions regarding the RFP will be due November 20, 2012.

Proposals will be due Tuesday, December 18, 2012.

All other terms and conditions remain the same.

RFP # PD1005 - 1236

TITLE: Ambulance Billing Services

AMENDMENT # 3

The purpose of this amendment is to provide responses to the questions regarding this proposal and a time extension for submission the RFP.

RFP Issue Date	October 11, 2012
Proposal Due Date	Friday, December 28, 2012 at 4: 00p.m.
Award Date	On or about January 11, 2012

Dates indicated above are subject to change at the sole discretion of the County.

Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Detective Sergeant Tara Comiskey
Department Hearing Coordinator
Legal Bureau
Nassau County Police Department
1490 Franklin Avenue
Mineola, New York 11501

Email: TComiskey@pdcn.org

All other terms and conditions remain unchanged.

Answers to Questions

Nassau County Police Department
Ambulance Billing Services

1. Can the County provide the number of Billable transports conducted in 2009, 2010 and 2011?

2009: 43,353 2010: 45,514 2011: 45,726

2. Can the County provide the level of **service mix** for transports conducted in 2009, 2010 and 2011?

2009 BLS= 17.95% 2009 ALS= 80.66% 2009 ALS2= 1.39%

2010 BLS= 26.4% 2010 ALS= 72.2% 2010 ALS2= 1.4%

2011 BLS= 35.2% 2011 ALS= 63.31% 2011 ALS2= 1.48%

Please provide your average miles per transport? 3

3. What was the total net collected for 2009, 2010 & 2011?

2009: \$17,879,240.09

2010: \$19,196,970.41

2011: \$24,172,154.51

4. What were the total gross charges for 2009, 2010 and 2011?

2009: \$27,206,299.58

2010: \$31,873,572.54

2011: \$52,451,892.77

5. Please provide your 2009, 2010 and 2011 **charge mix** (dollars or percentage) for Total gross charges allocated to the payer groups:

2009 Medicare = \$8,120,731.30 (29.85%)

2009 Medicaid = \$1,527,382.76 (5.61%)

2009 Private Insurance = \$9,964,180.49 (36.62%)

2009 Self Pay = \$7,594,005.03 (27.91%)

2010 Medicare = \$10,132,786.80 (31.79%)

2010 Medicaid = \$2,181,500.90 (6.84%)

2010 Private Insurance = \$11,492,237.03 (36.06%)

2010 Self Pay = \$8,067,047.81 (25.31%)

2011 Medicare = \$16,256,836.44 (30.99%)

2011 Medicaid = \$3,698,757.81 (7.05%)

2011 Private Insurance = \$18,259,146.16 (34.81%)

2011 Self Pay = \$14,237,155.36 (27.14%)

6. Please provide your 2009, 2010 and 2011 payment mix (dollars or percentage)
for total net collected:

2009 Medicare = \$5,454,018.02

2009 Medicaid = \$1,009,190.13

2009 Private Insurance = \$9,706,955.09

2009 Self Pay = \$1,709,076.85

=Total 2009 net collected \$17,879,240.09

2010 Medicare = \$5,495,365.07

2010 Medicaid = \$1,126,806.58

2010 Private Insurance = \$10,696,485.10

2010 Self Pay = \$1,878,313.66

=Total 2010 net collected \$19,196,970.41

2011 Medicare =\$5,440,019.20

2011 Medicaid =\$1,082,407.21

2011 Private Insurance =\$15,030,066.06

2011 Self Pay =\$2,619,662.04

=Total 2011 net collected \$24,172,154.51

7. Can you advise how much was written off for adjustments in 2009, 2010, and 2011? We anticipate only Medicare and Medicaid contractual adjustments, but please also advise if the County takes any other adjustments from your gross charges.

	<u>2009</u>	<u>2010</u>	<u>2011</u>
Medicare:	\$2,041,768.12	\$3,427,392.54	\$9,589,807.64
Medicaid:	\$2,370,300.02	\$3,603,427.84	\$8,313,843.09
Misc:	\$1,235,482.34	\$1,148,584.58	\$1,856,902.51
Collections:	\$3,775,115.11	\$4,530,271.43	\$7,478,710.41

8. Who currently provides Billing Services and what does the County pay for current billing services?

Med3000 is paid a commission on eligible receipts at a rate of 8.25% for billing services. This excludes Medicaid claims which are paid at a rate of \$7.50 per claim. This also excludes patient & insurance refunds.

9. Does the NCPD utilize a Fleet Management System to monitor their Ambulance Fleet? If so what is the name of system?

Clarification needed – is this a reference to a GPS system? Or fleet maintenance?

Fleet maintenance is managed internally by PDCN's Fleet Services Bureau.

10. Does the County have a preferred Collection Agency? If so, what is the name of that agency?

MSB

11. Has the County considered or will the selected vendor be responsible for collection of accounts greater than 90 days at the start of the contract?

To be determined.

12. Does the County utilize a Lockbox to receive payments? What is the name of the County's Financial Institution?

Yes, we utilize a lockbox for payment remittance. The County's Financial Institution is Bank of America.

13. *per Computer Hardware and Software pg 9 The Contractor to provide computer software, hardware, peripherals and accessories as needed by Bureau, in conformity with such Items and materials currently utilized by Bureau. Upgrades and/or expansion of equipment, software, hardware, peripherals and accessory needs as required by Bureau to be responsibility of vendor.*

Can the County provide an itemized list of the 'materials currently utilized by Bureau' (SKU, # of units etc) in order for proposer to price those items?

Please see attached list referencing the equipment we are currently utilizing.

14. Can the County provide the name of the CAD vendor, software and version along with the export specifications and mechanism utilized to export CAD information currently or as part of this contract? Please identify if there will be a cost from the CAD vendor to the contractor for the export and what that amount is?

CAD does not interface with our e-pcr or billing system.

15. Do the Ambulances utilize a Mobile Data Terminal? If so name of System?

Yes, but it does not interface with our e-pcr or billing system.

16. For Patient Care Report training, can the county provide # of Paramedics/EMTs' to be included in classes? How is the structure of training to be completed i.e. by shifts regular Business hours etc?

There are currently 161 ALS providers in the EAB. While we do not currently anticipate a change in our e-pcr program, the structure of any training to be done would be determined at that time.

17. Please confirm that there is no MBE/WBE requirement or Bid Bond required in this solicitation.

No MBE/WBE requirement

18. Can the County provide the names/positions of Nassau County personnel as well as vendors who attended pre-Bid conference on 11/13/2012?

The RFP contact person is D/Sgt. Tara Comiskey.

19. Please provide a breakdown (either percentages or numbers) of claims billed by payer in the past year (Medicare, Medicaid, Commercial, Self-Pay)
See answer to question #5.

20. Please provide the total number and dollars of claims paid in the past year by payer.
See answer to question #1 & #3.

21. What is the current fee structure in place with the existing vendor?
See answer to question #8.

22. Will the successful vendor assume responsibility for any backlog of unbilled and/or previously billed accounts? If so, is an aged trial balance report of this backlog available that identifies by payer the volume and dollar value.

See answer to #11 (tbd).

23. The RFP states the Bureau responded to over 60,000 calls in 2011. Are all calls dispatched from the same CAD software? What is the current CAD software being used?

Not applicable as there is no interface between the dispatch system, the vehicle MDT, and the e-pcr system or billing system.

24. Please confirm the Bureau is considered one provider. Or, are there numerous providers, utilizing various CAD systems, with numerous provider numbers?

Yes, the EAB is a single provider with a single provider number.

25. What type/brand of hardware is currently being used? What is the lifecycle of the hardware? Does the Bureau expect to have new hardware prior to implementation, or will the Bureau roll over hardware as devices expire? ..

At the implementation of the contract, all hardware (tough books, specifically) will be within the 1st year of use by us & therefore relatively new. Our plan is to continue to roll over hardware as they approach 2 years of service. Replacement of tough books is not expected before 2014. Office hardware & software which

supports the billing department will need to be replaced on an as-needed basis. A list of equipment we are currently utilizing is attached.

26. Is the contractor responsible for provision of connectivity, or will the new system utilize the existing available connectivity?

The billing vendor is responsible for maintaining connectivity. The cellular provider & internet provider are to be selected by the EAB.

27. What is the anticipated timeline/Go Live for implementation?

Unknown at this time

28. Will bidders be required to provide a list of equipment, data system and billing programs in the Bid Submission?

Clarification needed on 'equipment'.

29. Can Nassau Police Department and the Contractor work a system for fraud alerts... (those customers giving false information)?

Unknown at this time

30. Are the six County Employees that receive training be from the police department or scattered county departments?

Police Department.

31. Since the contractor's fee is based on a percentage of net revenues, will be there additional payments for tasks outside the Scope of work?

No, there are no additional payments. In addition to normal billing functions, the Scope of Work may include, but is not limited to, the vendor being required to generate data or build reports at the request of the Department.

32. Would the department be able to provide bidders with a breakdown of call volume, billed amount and revenue collections by payor category (e.g. Medicare, Medicaid, Commercial Insurance, Private Pay)?

See answers to #1 thru #7.

33. PPM has always been advised that billing companies are not allowed to charge based on a percentage of collections (see the below links for reference). However, it has come to our attention recently that this may only apply to Medicaid and may only apply to billing companies that actually receive the funds directly from the insurance companies (see attached email from our council). Does the

department want bidders to structure proposals on a percentage basis or should other methods of fee calculations be used?

<http://www.camlawblog.com/articles/malpractice-and-risk-management/do-percentagebased-revenuesharing-arrangements-between-a-clinic-and-its-health-care-practitioners-violate-stark-antikickback-and-foesplitting-laws/>
<http://insuranceclaimsinformation.blogspot.com/2012/03/are-you-and-your-providers-breaking-law.html>

34. Would the department prefer one all inclusive fee structure or would other structures that may be more cost effective (such as establishing a percentage/fee for billing and carving out/ passing through certain ancillary costs such as computers, toughbooks, epcr licenses) be acceptable? Note: this can be done by having the ancillary costs paid directly through the Department so there is no markup or profit made on these items by the billing company (billing company will still administer all aspects of the purchase and maintenance of such items) or they can be paid for by the billing company and itemized on invoices to the Department.

35. Would the Department entertain having the billing and EPCR software hosted by a third party vendor that provides such services for other ambulance agencies where such an arrangement would offer better security, backup of all data, and functionality/reliability for the EPCR laptops during power outages and natural disasters?

This question appears to be in contradiction to the requirements of the RFP.

APPENDIX A
COST PROPOSAL

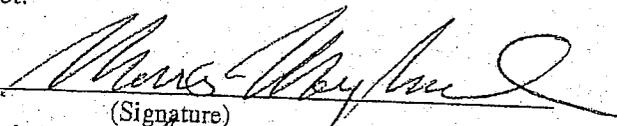
The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY:



(Signature)

PRINT NAME:

MARK R. SMITH

DATE:

10/31/12

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of Ambulance Billing Services.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____

PRINT NAME: _____

Moanis Maybani (Signature)

DATE: _____

10/31/12

APPENDIX C

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, Morris Maybrink 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 December 2012

Patsy Jensen
Notary Public



PATSY JENSEN
Notary Public
In and for the State of Ohio
My Commission Expires
June 28, 2017

Name of submitting business: MED 3000 Inc.

By: Morris Maybrink
Print name

Morris Maybrink
Signature

Vice President
Title

1 / 1 / 1
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name MED3000 Group, Inc.
Business address 680 Anderson Drive, Foster Plaza 10
City/state/zip Pittsburgh, PA 15220
Telephone 412-937-8887
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ___/___/___ Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President ___/___/___
(Other) Stockholder (over 10%)
3. Do you have an equity interest in the business submitting the questionnaire?
NO ___ YES If Yes, provide details. Own 100% of MED3000, INC.
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.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO 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 contract 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

APPENDIX D

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.

APPENDIX D

CERTIFICATION

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

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

Sworn to before me this 30th day of October 2012.

Katherine M. Herinrich
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine M. Herinrich, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires June 13, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MEP 3000, Inc.
Name of submitting business

Robert C. Gall, II
Print name

[Signature]
Signature

EVP
Title

10 / 30 / 12
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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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 Patrick V. Hampson
Business address 680 Anderson Drive, Foster Plaza 10
City/state/zip Pittsburgh, PA 15220
Telephone 412-937-8887
Other present address(es) N/A
City/state/zip N/A
Telephone N/A

List of other addresses and telephone numbers attached

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

President 1/1/98 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.

APPENDIX D

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

APPENDIX D

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.
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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO 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.

APPENDIX D

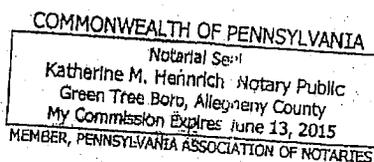
CERTIFICATION

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

Sworn to before me this 30th day of October 2012.

Katherine M. Heinrich
Notary Public



MED 3000, Inc.
Name of submitting business

Patrick V. Hampson
Print name

[Signature]
Signature

President
Title

10 / 30 / 12
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Robert C. Gallo II
Business address 680 Andersen Drive, Foster Plaza 10
City/state/zip Pittsburgh, PA 15220
Telephone 412-937-8887
Other present address(es) 1672 Gloucester Court
City/state/zip Sewickley, PA 15143
Telephone 412-389-2525
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 1/1/08
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.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO 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.
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 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO 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

APPENDIX D

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.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO 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.

APPENDIX D

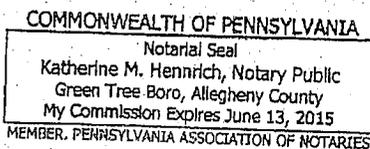
CERTIFICATION

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

Sworn to before me this 30th day of October 2012.

Katherine M. Hennrich
Notary Public



MED3000, Inc.
Name of submitting business

Robert C. Gallo Jr
Print name

[Signature]
Signature

Secretary
Title

10 / 30 / 12
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire 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.

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1. Principal Name DREW HURT
Business address 680 ANDERSEN DR FOSTER PLAZA 10
City/state/zip PITTSBURGH PA 15220
Telephone 412 587-4599
Other present address(es) 8020 SADDLEWOOD DR
City/state/zip BRIDGEVILLE PA 15017
Telephone 412 257-8454

List of other addresses and telephone numbers attached

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

President / / Treasurer / / 08
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 ~~X~~ YES ~~X~~ 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.

APPENDIX D

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

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 - 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

APPENDIX D

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.

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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO YES ___ If Yes, provide details for each such year.

APPENDIX D

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

Sworn to before me this 30th day of October 2012.

Katherine M. Hennrich
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine M. Hennrich, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires June 13, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MED3000 INC.
Name of submitting business

DREW HURT
Print name

Drew Hurt
Signature

TREASURER
Title

10 / 30 / 2012
Date

APPENDIX F

Certificate of Compliance
Nassau County Living Wage Law.

In compliance with Local Law 1-2006, as amended, the County Lessee hereby certifies the following:

1. The chief executive officer of the County Contractor is:

Patrick V. Hampson (Name)
680 Andersen Drive, Foster Plaza 10, Pittsburgh, PA 15220 (Address)
412-937-8887 (Telephone Number)

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

3. In the past five years, County Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the County Contractor, describe below:

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

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

The Remainder of this Page Intentionally Left Blank

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

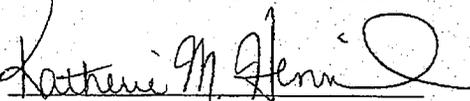
10/30/12
Dated


Signature of Chief Executive Officer

Patrick V. Hampson
Name of Chief Executive Officer

Sworn to before me this

30th day of October, 2012.


Notary Public

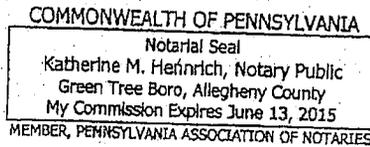


Exhibit A c

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____, and amends and is made part of an agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between MED3000, Inc., a Delaware corporation (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the Nassau County Police Department (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of: (i) the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA") (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 ("ARRA"); and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule, which amended the HIPAA Privacy and Security Rules (as those terms are defined below) and implemented a number of provisions of the HITECH Act (the "HIPAA Final Rule"), extending certain HIPAA obligations to McKesson and their subcontractors.

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501; the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated herein by reference.

1.1 **"BREACH" WILL HAVE THE SAME MEANING GIVEN TO SUCH TERM IN 45 C.F.R. § 164.402.** Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

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

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

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

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

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160, Part 162 and Part 164.

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

1.8 Unsecured PHI. "Unsecured PHI" shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

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

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

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system as provided in 45 C.F.R. § 164.304.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160, Part 162 and Part 164.

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

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

Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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

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

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

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

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

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

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

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

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within three (3) business days of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests and any particulars regarding the unauthorized use and/or disclosure that County would need to include in its notification, as such particulars are identified in 42 U.S.C. § 17932 and 45 C.F.R. § 164.404.

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

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

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

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

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

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

j) cooperate with County's efforts to mitigate a harmful effect that is known to Contractor of a use or disclosure of PHI not provided for in this Addendum; and

k) request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 U.S.C. § 17935(b) and regulations promulgated thereunder; and

l) use and disclose PHI for marketing purposes only as expressly directed by County, and in accordance with 42 U.S.C. § 17936(a). Contractor will not use or disclose PHI for fundraising purposes; and

m) comply with the prohibition on the sale of Electronic Health Records and PHI set forth in 42 U.S.C. § 17935(d); and

n) acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, the Contractor under the Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to Contractor the HITECH Act are hereby incorporated by reference into this Addendum. Contractor agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

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

a) within 10 business days of receipt of a written request by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) within 20 business days of receipt of a written request by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) within 10 business days of receipt of a written request by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure of PHI that the Contractor makes for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. and 42 U.S.C. § 17935(c), as applicable. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

a) comply with the provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA covered entity. Contractor will also comply with any additional security requirements contained in the HITECH Act that are applicable to a business associate.

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

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

d) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by McKesson to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on McKesson's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

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

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

7. TERMS AND TERMINATION

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

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum and cure is not possible. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (30) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or

medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

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

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

c) If it is infeasible for the Contractor to return or destroy the PHI upon termination of the Agreement (including this Addendum), the Contractor will: (a) extend the protections of this Addendum to such PHI; (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI; and (c) never disclose such PHI to another Contractor client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

8. INDEMNIFICATION

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

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

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

9. CONFIDENTIALITY

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

10. MISCELLANEOUS

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

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

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

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

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

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

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

11. HITECH ACT

11.1

- a) Contractor will make a report to the County of any Breach of Unsecured protected health information, as required by 45 C.F.R. § 164.410, within five business days of Contractor's discovery of the Breach, and
- b) In the event of a Breach caused solely by Contractor, reimburse County for any reasonable and substantiated expenses County incurs in notifying individuals of a breach, as required under HIPAA, caused by Contractor or its subcontractors or agents.
- c) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

[The Remainder of this Page Is Intentionally Left Blank]

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

NASSAU COUNTY

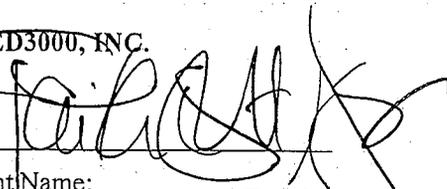
By: _____

Print Name: _____

Title: _____

Date: _____

~~MED3000, INC.~~

By:  _____

Print Name: _____

Title: **Faith Knight Myers**
Chief Regulatory Operations Counsel

Date: _____

Approved
BY
McKesson Legal



E-63-20

NIFS ID:CFPW2000008 Department: Public Works

Capital: X

SERVICE: Design-Harwood & Southridge Dr-Pump Stas.-S3P312-04C

Contract ID #:CFPW2000008 NIFS Entry Date: 09-MAR-20 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: H2M Architects + Engineers	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED] [REDACTED]	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Adrian O. Hamilton
Address: NCDPW 3340 Merrick Road Wantagh, NY 11793
Phone: 516-571-7536

Routing Slip

Department	NIFS Entry: X	27-MAR-20 -- LDIONISIO
Department	NIFS Approval: X	27-MAR-20 -- RDALLEVA
DPW	Capital Fund Approved: X	27-MAR-20 -- RDALLEVA
OMB	NIFA Approval: X	27-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	27-MAR-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	31-MAR-20 -- DGRIPPO
County Atty.	Approval to Form: X	27-MAR-20 -- DMCDERMOTT

CPO	Approval: X	10-APR-20 -- KOHAGENCE
DCEC	Approval: X	14-APR-20 -- JCHIARA
Dep. CE	Approval: X	14-APR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	22-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Design and Construction Administration Services Agreement for the repair and upgrade of the Harwood and Southridge Drive sewage pump stations in Glen Cove.</p> <p>Evaluate the condition of the Harwood Drive and Southridge Drive pump stations to, identify necessary improvements and bring these stations into a state of good repair & compliance with applicable codes & standards. Provide an independent evaluation and incorporate the same in the Technical Design Report (TDR). In general, the stations are to be evaluated against NCDPW Sewage Pump Station Design Guidelines. Project will provide improvements for the Harwood & Southridge Pump Stations, which are both part of the Glen Cove Sewage Collection System. It is anticipated that these pump stations will require site improvements building repairs, and replacement of aged mechanical (piping, valves), electrical and controls (including central alarm system), HVAC, and fire protection systems.</p>
<p>Method of Procurement: Qualification based selection procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928--1993 and the County Executive's Order No. 1-1993. Four (4) firms responded to the RFP and the technical proposals were evaluated by NCDPW personnel. NCDPW completed its evaluation and recommended the award of this contract to H2M Architect and Engineers</p>
<p>Procurement History: A Request for Proposals (RFP) was advertised in Newsday in January, 2016 with technical proposals received on March 4, 2016. Four (4) firms responded to the RFP and the technical proposals were evaluated by NCDPW personnel. NCDPW completed its evaluation and recommended the award of this contract to H2M Architect and Engineers on April 20, 2016.</p>
<p>Description of General Provisions: This agreement provides for comprehensive detailed design services inclusive of a development of a Technical Design Report (Div. A) and insuring responsibility of providing Detailed Design (Div. B) & Construction - Related Services (Division C, D, & E) under this contract.</p>
<p>Impact on Funding / Price Analysis: Funding for these services will come from Capital Project 3P312. The maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Two Hundred Sixty Thousand Dollars (\$260,000.00) (the "Maximum Amount"), including contingency. Contract has MWBE Utilization rate pf 20%</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted) Approve as submitted.</p>

Advisement Information

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BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	312
Object:	00002
Transaction:	CF
Project #:	3P312
Detail:	004

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 260,000.00
Other	\$ 0.00
TOTAL	\$ 260,000.00

RENEWAL	
% Increase	
% Decrease	

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/3P312/00002/004	\$ 260,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 260,000.00



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

1. Vendor: H2M Architects + Engineers

2. Dollar amount requiring NIFA approval: \$260000

Amount to be encumbered: \$260000

This is a New

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: The term will commence with written notification from the County in the form of an NTP, and shall conclude 24 months from the date of execution.

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN) Grant Fund (GRT) Federal % 0
X Capital Improvement Fund (CAP) State % 0
Other 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? Y

Has NIFA approved the borrowing for this contract? Y

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

Design and Construction Administration Services Agreement for the repair and upgrade of the Harwood and Southridge Drive sewage pump stations in Glen Cove.

Evaluate the condition of the Harwood Drive and Southridge Drive pump stations to, identify necessary improvements and bring these stations into a state of good repair & compliance with applicable codes & standards. Provide an independent evaluation and incorporate the same in the Technical Design Report (TDR). In general, the stations are to be evaluated against NCDPW Sewage Pump Station Design Guidelines. Project will provide improvements for the Harwood & Southridge Pump Stations, which are both part of the Glen Cove Sewage Collection System. It is anticipated that these pump stations will require site improvements building repairs, and replacement of aged mechanical (piping, valves), electrical and controls (including central alarm system), HVAC, and fire protection systems.

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 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.

CNOLAN

27-MAR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND H2M ARCHITECTS +ENGINEERS, DPC

WHEREAS, the County on behalf of the Department of Public Works has negotiated a personal services agreement with H2M Architects + Engineers, DPC for design and design related construction administration services for the S3P312-04C Harwood Drive and Southridge Drive Pump Station Improvements, 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 H2M Architects + Engineers, DPC.

Jack Schnirman
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: H2M Architects, Engineers, DPC.

CONTRACTOR ADDRESS: 538 Broad Hollow Rd, 4th Floor East, Melville NY, 11747

FEDERAL TAX ID #: 11-2235604

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 01/22/2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 3/04/2016 [date]. 4 [state #] proposals were received and evaluated. The evaluation committee consisted of: Five (5) DPW employees.

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

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

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

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

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

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

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

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

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

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

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

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

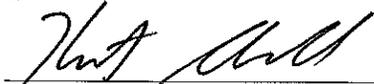
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

2/20/10

Date

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

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Richard W. Humann, P.E. state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: H2M architects + engineers

Vendor's Address: 538 Broad Hollow Road, 4th Floor East Melville NY US 11747

Vendor's EIN or TIN: 11-2235604

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
01/06/2020 04:30:32 PM

Lobbyist Registration and Disclosure Form:
01/09/2020 11:39:52 AM

Business History Form certified:
03/02/2020 02:59:16 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
01/27/2020 12:23:47 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Richard W. Humann, P.E. [RHUMANN@H2M.COM]	01/27/2020 11:56:44 AM
Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]	01/27/2020 12:27:02 PM
Gregory C. Smith, CPA [GSMITH@H2M.COM]	01/27/2020 12:29:12 PM

I, Richard W. Humann, P.E. hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

Richard W. Humann, P.E.

Name

President & CEO

Title

H2M architects + engineers

Name of Submitting Entity

03/09/2020 08:50:08 AM

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: 01/27/2020

1) Proposer's Legal Name: H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers)

2) Address of Place of Business: 538 Broad Hollow Rd, 4th Floor East

City: Melville State/Province/Territory: NY Zip/Postal Code: 11572

Country: US

Address: 575 Broad Hollow Rd

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: _____

Start Date: _____ End Date: _____

Address: 132 West 31st Street, Suite 604

City: New York State/Province/Territory: NY Zip/Postal Code: 10001

Country: _____

Start Date: _____ End Date: _____

Address: 2 Executive Boulevard, Suite 401

City: Suffern State/Province/Territory: NY Zip/Postal Code: 10901

Country: _____

Start Date: _____ End Date: _____

Address: 2700 Westchester Avenue, Suite 415

City: Purchase State/Province/Territory: NY Zip/Postal Code: 10577

Country: _____

Start Date: _____ End Date: _____

Address: 737 Roanoke Avenue

City: Riverhead State/Province/Territory: NY Zip/Postal Code: 11701

Country: _____

Start Date: _____ End Date: _____

Address: 119 Cherry Hill Road, Suite 110

City: Parsippany State/Province/Territory: NJ Zip/Postal Code: 07054

Country: _____
Start Date: _____ End Date: _____

Address: 4810 Belmar Boulevard
City: Wall Township State/Province/Territory: NJ Zip/Postal Code: 07753
Country: _____
Start Date: _____ End Date: _____

Address: 3 Lear Jet Lane, Suite 205
City: Latham State/Province/Territory: NY Zip/Postal Code: 12110
Country: _____
Start Date: _____ End Date: _____

Address: 2380 Route 9 South, Building C, Suite 1
City: Howell State/Province/Territory: NJ Zip/Postal Code: 07731
Country: _____
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Phone: _____

Does the business own or rent its facilities? Rent _____ If other, please provide details:

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:
H2M Associates, Inc. is a 100% wholly owned subsidiary which will not be taking part in this project.

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

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.

Should H2M be selected and awarded for a project, H2M will continue to monitor family relationships between our employees and Nassau County employees through implementing procedures to check all new hires prior to employment with H2M. This would take place through adding an appropriate question on our employment application. Should Nassau County request or recommend additional procedures, H2M would cooperate with Nassau County to implement them.

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1933

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: Responses (Shareholders).pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Responses (Shareholders).pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

487

vi) Annual revenue of firm;

60434656

vii) Summary of relevant accomplishments

Please see attached.

1 File(s) Uploaded: Responses to Business History.pdf

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

B. Indicate number of years in business.

86

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

Not applicable.

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 Town of Hempstead
Contact Person Jeffrey Tierney, Deputy Commissioner of Engineering
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country [REDACTED]
Telephone ([REDACTED]
Fax # [REDACTED]
[REDACTED]

Company Town of Huntington
Contact Person Ed Parrish, P.E., Town Civil Engineer
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country [REDACTED]
Telephone ([REDACTED]
Fax # ([REDACTED]
E-Mail Address e [REDACTED]

Company Town of Oyster Bay
Contact Person Matthew Russo, P.E., Engineering Division Head
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country [REDACTED]
Telephone ([REDACTED]
[REDACTED]
E-Mail Address [REDACTED]

I, Richard W. Humann, P.E. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard W. Humann, P.E. , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: H2M architects + engineers

Electronically signed and certified at the date and time indicated by:
Richard W. Humann, P.E. [RHUMANN@H2M.COM]

President & CEO
Title

03/02/2020 02:59:16 PM
Date

RESPONSES TO BUSINESS HISTORY FORM

**H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C.
(D.B.A. H2M architects + engineers)**

Questions Aii and Aiii

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	NY Foil 87.2(b) - Pers Privacy	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA		Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.		Chief Market Director, Executive Vice President
Steven J. Hyman, P.E.		Principal Office Director, Executive Vice President
Gregory C. Smith, CPA		Chief Financial Officer, Executive Vice President, Treasurer
Michael J. Bonacasa, AIA		Senior Vice President
Jeffrey L. Czajka, P.E.		Senior Vice President
George W. Desmarais, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Michael N. Gentils		Senior Vice President
Michael W. Keffer, P.E.		Senior Vice President
Ronald B. Lanner, R.A.		Senior Vice President
Charles A. Martello, P.E.		Senior Vice President
James L. Neri, P.E.		Senior Vice President
Guy Y. Page, R.A.		Senior Vice President
Philip J. Schade, P.E.		Senior Vice President
Elizabeth C. Uzzo		Senior Vice President
Saverio J. Belfiore, AIA		Vice President
Steven C. Hearl, P.E.		Vice President
Ernest V. Iannucci, P.E.		Vice President
Paul R. Lageraen, P.E.		Vice President
Sui Y. Leong, P.E.		Vice President
Dennis G. Lindsay, P.E.		Vice President
David L. Mammina, AIA		Vice President
Joseph A. Manzella, P.E.	Vice President	

David J. Pacheco, AIA	NY Foil 87.2(b) - Pers Privacy	Vice President
Jay Pisco, P.E.		Vice President
Dennis A. Ross, AIA		Vice President
James Roberts, P.E.		Vice President
William Rockensies, P.E.		Vice President
Richard B. Schommer, P.E.		Vice President
Michael V. Tumulty, P.E.		Vice President
Christopher Weiss, P.E.		Vice President
Richard Wiedersum, AIA, LEED AP		Vice President
Veronica E. Byrnes, R.A., LEED AP		Assistant Vice President
Patrick K. Cole, P.E., CME, CPWM		Assistant Vice President
John R. Collins, P.E.		Assistant Vice President
Alexander Hochhausl, P.E.		Assistant Vice President
Robert E. Ikes, III, R.A.		Assistant Vice President
Michael W. Lantier, P.E., LEED AP		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Kenneth A. Keltai, RLA, ISA		Assistant Vice President
Debra L. Mattina		Assistant Vice President
Matthew R. Mohlin, P.E.		Assistant Vice President
Sharon Norton Remmer		Assistant Vice President
Kevin M. Paul, AIA, LEED AP		Assistant Vice President
Jamie Pizzardi		Assistant Vice President
William Rospars		Assistant Vice President
John Schnurr, P.L.S.		Assistant Vice President
Kevin M. Taylor		Assistant Vice President
Joseph Todaro, P.E., LEED AP		Assistant Vice President

Board of Directors in bold

OTHER SHAREHOLDERS

NAME	ADDRESS	TITLE
Alison K. Auriemma, P.E., LEED AP	NY Foil 87.2(b) - Pers Privacy	Senior Associate
Robert F. Bee, R.A., LEED AP		Senior Associate
Philip Bianco		Senior Associate

Kenneth R. Gehringer, AIA	NY Foil 87.2(b) - Pers Privacy	Senior Associate
Scott D. Lehn, P.E.		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate
Eric W. Maisch, R.A., LEED AP		Senior Associate
Richard Palladino		Senior Associate



Introduction and Legal Existence

Organized in 1933 and founded on professional excellence, hard work and integrity, H2M architects + engineers (H2M) is proud of its long history of client service and design excellence. Providing seasoned judgment, quality service, technical skill, vision, and resourcefulness, H2M remains committed to achieving goals in step with our clients and in harmony with the environment.

H2M is a privately owned, full service, multi-disciplined professional A/E consulting firm that provides services to governmental agencies, municipalities, special districts and private industry. The firm is a NYS Design Professional Corporation, licensed by the NYS Department of Education to provide professional engineering services in New York.

H2M has seven office locations; its headquarters is located at 538 Broad Hollow Road, in Melville, New York, the remaining offices are at **New York City, Albany, Westchester and Suffern New York, and Parsippany and Wall Township, New Jersey.**

Firm History

H2M was initially oriented toward the planning and design of municipal infrastructure projects. The company's capabilities have since grown to include complete full professional services, some of which include: civil/site engineering, survey, structural engineering, mechanical engineering, electrical engineering, sanitary engineering, environmental engineering, water supply management, wastewater management, industrial hygiene, solid and hazardous waste management, geographic information systems mapping, planning and architecture.

The full complement of our professional staff includes:

- Staff Resources of over 480 Employees
- 81 Licensed Professional Engineers
- 57 Registered Architects
- 36 LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS and CAD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators



Date of Formation

Legal Firm Name:

H2M Architects, Engineers, Surveying and Landscape Architecture, DPC

DBA: H2M architects + engineers

- Became a Professional Corporation (P.C.) 12/10/70
- Became a Design Professional Corporation (D.P.C.) 11/15/13

State of Incorporation: New York

Number of Employees: 487

Annual Revenue of Firm: Net revenue for 2018 was \$60,434,656

Number of Years in Business: Established in 1933

Distinguishing Qualifications: Some of the strengths of our firm are:

- Familiarity and experience working with Nassau County.
- The firm's excellent reputation for quality of work, responsiveness and professionalism.
- The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.
- Experience with equipment site prep projects for our industrial clients.
- Use of Building Information Modeling (BIM) software provides three dimensional exterior and interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.
- The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.
- Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.
- Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.
- We are a proactive firm that attempts to anticipate future issues and plan ahead in order to assure a successful project's completion while anticipating future needs.

Certificate of Authorization

THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT	
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES	
H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC 538 BROAD HOLLOW RD 4TH FLOOR EAST MELVILLE, NY 11747-5076	
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.	
CERTIFICATE NUMBER 0014946	  <small>MARYELLEN ELIA COMMISSIONER OF EDUCATION</small>

Sustainable Design

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We will provide an environmentally sensitive approach to this project, one that is balanced, economical and specific to the work to be undertaken.

We will look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.



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?

YES NO If yes, to what campaign committee?

Please see attached.

1 File(s) uploaded: Attachment to Political Campaign Contribution Disclosure Form 2020.pdf

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.

Electronically signed and certified at the date and time indicated by:
Richard Humann, P.E. [RHUMANN@H2M.COM]

Dated: 01/06/2020 04:30:32 PM

Vendor: H2M architects + engineers

Title: President & CEO

Attachment to Political Campaign Contribution Disclosure Form

Laura Curran 2017: 1/5/17 \$150.00 Campaign Kickoff; 3/8/17 \$500.00 Reception; 6/27/17 \$700.00 Reception; 9/21/17 - \$5000.00 Donation; 12/8/17 \$1000.00 Reception; Friends of Rose Walker 3/25/17 - \$1000.00 Luncheon; Friends of Laura Schaefer 3/30/17 - \$200.00 Reception

Martins for Nassau 6/6/17 - \$150.00 Cocktail Party; 7/12/17 \$125.00 BBQ; 10/11/17 \$1000.00 Cocktails; Friends of Vincent Muscarella 9/24/17 \$150.00;

Laura Curran 2018: 2/4/19 \$500; 5/30/18 \$1000; 8/24/2018-Curran for Nassau-\$1000

Laura Schaefer 2019: 6/17/2019 \$300.00

Nassau County Republican Committee 3/11/19 \$500

Friends of Rose Walker July 2019 - \$250



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, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Richard Humann, P.E. [RHUMANN@H2M.COM]

Dated: 01/09/2020 11:39:52 AM

Vendor: H2M architects + engineers

Title: President & CEO

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard W. Humann, P.E.
Date of birth: [REDACTED]

NY Foil 87.2(b) - Pers Privacy

Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 756-8000

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>01/02/2012</u>	Treasurer	
Chairman of Board	<u>01/01/2013</u>	Shareholder	NY Foil 87.2(b) - Pers Privacy
Chief Exec. Officer	<u>01/02/2013</u>	Secretary	
Chief Financial Officer		Partner	
Vice President	<u>01/17/2005</u>		
(Other)			

Type	Description	Start Date
Other	Chief Operating Officer	01/02/2012

3. Do you have an equity interest in the business submitting the questionnaire?

NY Foil 87.2(b) - Pers Privacy

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?

NY Foil 87.2(b) - Pers Privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): President and CEO (2012 to present)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES NO If Yes, provide details.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action

taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action

taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Richard W. Humann, P.E. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard W. Humann, P.E. , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

H2M architects + engineers

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Richard W. Humann, P.E. [RHUMANN@H2M.COM]

President & CEO

Title

01/27/2020 11:56:44 AM

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.

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1. Principal Name: Gregory C. Smith, CPA
Date of birth: [REDACTED]

NY Foil 87.2(b) - Pers Privacy

Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 756-8000

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/01/2014</u>
Chairman of Board	_____	Shareholder	NY Foil 87.2(b) - Pers Privacy
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>01/01/2014</u>	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Controller	09/21/1987
Other	Executive Vice President	01/01/2018
Other	Senior Vice President	01/01/2016

3. Do you have an equity interest in the business submitting the questionnaire?

NY Foil 87.2(b) - Pers Privacy

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?

NY Foil 87.2(b) - Pers Privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): Treasurer, CFO (2005 to present)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): Treasurer, CFO (2005 to present)

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H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action

taken.

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- b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action

taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Gregory C. Smith, CPA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gregory C. Smith, CPA , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

H2M architects + engineers
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Gregory C. Smith, CPA [GSMITH@H2M.COM]

Chief Financial Officer & Executive Vice President
Title

01/27/2020 12:29:12 PM
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: Joseph M. Mottola, AIA

NY Foil 87.2(b) - Pers Privacy

Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Telephone: (631) 756-8000

Other present address(es):

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Telephone: _____

List of other addresses and telephone numbers attached

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

President _____

Chairman of Board _____

Chief Exec. Officer _____

Chief Financial Officer _____

Vice President _____

(Other) _____

Treasurer _____

Shareholder _____

Secretary _____

Partner _____

NY Foil 87.2(b) - Pers Privacy

01/01/2019

01/02/2004

Type	Description	Start Date
Other	Executive Vice President	01/10/2018
Other	Senior Vice President	01/14/2015
Other	Deputy Chief Operating Officer, Assistant Secretary	01/10/2018
Other	Chief Operating Officer	01/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?

NY Foil 87.2(b) - Pers Privacy

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?

NY Foil 87.2(b) - Pers Privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey)

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.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Joseph M. Mottola, AIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph M. Mottola, AIA , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

H2M architects + engineers
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]

Executive Vice President
Title

01/27/2020 12:27:02 PM
Date

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers)

Address: 538 Broad Hollow Road, 4th Floor East

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: _____

2. Entity's Vendor Identification Number: 11-2235604

3. Type of Business: Other (specify) Design Professional Corporation

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):

1 File(s) uploaded Responses to Vendor Disclosure (Shareholders).pdf

No principals have been attached to this form.

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.

If none, explain.

See attached

1 File(s) uploaded Responses to Vendor Disclosure (Shareholders).pdf

No shareholders, members, or partners have been attached to this form.

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.

H2M Associates, Inc. a wholly-owned New Jersey subsidiary providing engineering, planning and environmental services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. H2M Architects & Engineers, Inc. a separate New Jersey corporation providing architectural and related engineering services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. These firms will not be working on the project, therefore we have not included separate disclosures.

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.

Are there lobbyists involved in this matter?

YES NO

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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.

Electronically signed and certified at the date and time indicated by:

Richard W. Humann, P.E. [RHUMANN@H2M.COM]

Dated: 01/27/2020 12:23:47 PM

Title: President & CEO

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

RESPONSES TO VENDOR DISCLOSURE FORM

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C.
(D.B.A. H2M architects + engineers)

Questions 4 and 5

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	NY Foil 87.2(b) - Pers Privacy	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA		Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.		Chief Market Director, Executive Vice President
Steven J. Hyman, P.E.		Principal Office Director, Executive Vice President
Gregory C. Smith, CPA		Chief Financial Officer, Executive Vice President, Treasurer
Michael J. Bonacasa, AIA		Senior Vice President
Jeffrey L. Czajka, P.E.		Senior Vice President
George W. Desmarais, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Michael N. Gentils		Senior Vice President
Michael W. Keffer, P.E.		Senior Vice President
Ronald B. Lanner, R.A.		Senior Vice President
Charles A. Martello, P.E.		Senior Vice President
James L. Neri, P.E.		Senior Vice President
Guy Y. Page, R.A.		Senior Vice President
Philip J. Schade, P.E.		Senior Vice President
Elizabeth C. Uzzo		Senior Vice President
Saverio J. Belfiore, AIA		Vice President
Steven C. Hearl, P.E.		Vice President
Ernest V. Iannucci, P.E.		Vice President
Paul R. Lageraen, P.E.	Vice President	
Sui Y. Leong, P.E.	Vice President	
Dennis G. Lindsay, P.E.	Vice President	

David L. Mammina, AIA	NY Foil 87.2(b) - Pers Privacy	Vice President
Joseph A. Manzella, P.E.		Vice President
David J. Pacheco, AIA		Vice President
Jay Pisco, P.E.		Vice President
Dennis A. Ross, AIA		Vice President
James Roberts, P.E.		Vice President
William Rockensies, P.E.		Vice President
Richard B. Schommer, P.E.		Vice President
Michael V. Tumulty, P.E.		Vice President
Christopher Weiss, P.E.		Vice President
Richard Wiedersum, AIA, LEED AP		Vice President
Veronica E. Byrnes, R.A., LEED AP		Assistant Vice President
Patrick K. Cole, P.E., CME, CPWM		Assistant Vice President
John R. Collins, P.E.		Assistant Vice President
Alexander Hochhausl, P.E.		Assistant Vice President
Robert E. Ikes, III, R.A.		Assistant Vice President
Michael W. Lantier, P.E., LEED AP		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Kenneth A. Keltai, RLA, ISA		Assistant Vice President
Debra L. Mattina		Assistant Vice President
Matthew R. Mohlin, P.E.		Assistant Vice President
Sharon Norton Remmer		Assistant Vice President
Kevin M. Paul, AIA, LEED AP		Assistant Vice President
Jamie Pizzardi		Assistant Vice President
William Rospars		Assistant Vice President
John Schnurr, P.L.S.		Assistant Vice President
Kevin M. Taylor		Assistant Vice President
Joseph Todaro, P.E., LEED AP		Assistant Vice President

Board of Directors in bold

OTHER SHAREHOLDERS

NAME	ADDRESS	TITLE
Alison K. Auriemmo, P.E., LEED AP	NY Foil 87.2(b) - Pers Privacy	Senior Associate
Robert F. Bee, R.A., LEED AP		Senior Associate
Philip Bianco		Senior Associate
Kenneth R. Gehringer, AIA		Senior Associate
Scott D. Lehn, P.E.		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate
Eric W. Maisch, R.A., LEED AP		Senior Associate
Richard Palladino		Senior Associate

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M Architects + Engineers, DPC, having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm" or the "Contractor").

WITNESSETH:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

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

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

1. Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the twenty-fourth (24th) month from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S3P312-04C Harwood Drive and Southridge Drive Pump Station Improvements, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Two Hundred Sixty Thousand Dollars (\$260,000.00) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided, and the payment requested as consideration for such services, (b) certifies that

the services rendered, and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon payment for same pursuant to this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, excepting the Firm's file copies shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register

copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, 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.

7. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain

signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

(d) 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 Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(e) 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 Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(f) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement, to the extent marked as such or to the extent recognizable as such by the reasonably prudent professional, shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards.

(a) The Firm shall, and shall demand Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Cooperation.

(a) The Firm shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of third-party claims against the Indemnified Parties, but only to the extent such are caused by any negligent acts or omissions of the Firm or a Firm Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County or an Indemnified Party.

(b) (No Text due to revisions).

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability

of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

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

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

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

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

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

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

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

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

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

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

H2M Architects & Engineers, DPC.

By: Steven C Heard
Name: STEVEN C. HEARD
Title: VICE PRESIDENT
Date: FEBRUARY 7, 2020

NASSAU COUNTY

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

PLEASE EXECUTE IN **BLUE INK**

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

Division A Services – Condition Assessment

Evaluate the condition of the Harwood Drive and Southridge Drive pump stations to identify necessary repairs and improvements to bring the system's components into a state of good repair and compliance within applicable codes and standards. The Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR). The Firm shall evaluate and present new technologies, as applicable, which will improve the operating efficiency of the system. The evaluation shall, at a minimum, encompass the following:

- Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
- Site survey (visual inspection, measurements, photographs and data collection in general).
- Hazardous Materials survey (Lead Based Paint, asbestos, PCB, mercury, etc.).

Preparation of Technical Design Report

Prepare a Technical Design Report (TDR) to include the following:

1. Description of existing conditions and deficiencies identified by the Firm during the condition assessment and interviews with staff responsible for system operation & maintenance.
2. Discussion of system modification options based on modern standards and guidelines.
3. Evaluation of each option's associated capital costs, operational costs, efficiency, maintenance and serviceability considerations, and expected life.
4. Recommendations of an option and basis for the recommendation.
5. Schematic design, listing design criteria and basis for design including calculating potential flow within the collection area and any additional flow from anticipated development within the area.
6. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design, along with the estimated cost and timing of such studies.
7. Coordination with other design or construction activities that may be ongoing at an undefined time.
8. Proposed approach to maintaining pump station operations during construction.
9. Preliminary design and construction schedule.
10. Preliminary construction cost estimate.

Provide six (6) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (*.PDF format) copy of the TDR.

Division B Services - Detailed Design

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the Secondary Treatment Improvements project suitable for public bidding. It is anticipated that the project will be bid as a single project.

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County and shall control in the event of any conflict or discrepancies.
2. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and spec book.
3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (six [6] sets for each) and approval.
4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
5. Submit three (3) copies of a detailed construction cost estimate with each of the milestone design submissions (at 40%, 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
6. Prepare and submit the necessary Environmental Impact Forms.
7. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
 - a. New York State Department of Environmental Conservation- Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
 - b. Nassau County agencies-Fire Marshal and/or Health Department

c. Other Local agencies (Towns, Villages...)

8. Submit written responses to all County review comments.
9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
10. Make periodic site visits as necessary for a complete understanding of the system operation.
11. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
12. Review all comments and/or questions posed by prospective bidders.
13. Prepare all necessary addenda to the contract documents.
14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
15. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

16. PSEG Long Island Commercial Efficiency Program:
PSEG Long Island offers a rebate to customers who install variable frequency drives and other energy saving equipment. Should this rebate be available upon completion of this Project design, the Engineer shall coordinate the potential rebate with PSEG on behalf of the County and provide any information necessary. The County is interested in maximizing the use of available PSEG rebates through the Project Design.

Division C - General Inspection Services

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and *.PDF format and a master specification book.
2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop and erection drawings.
4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
 - a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.

15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

Division D-Facility Operation and Maintenance Manual

Under this division of work, the Firm shall compile and prepare an Operation and Maintenance Manual ("O&M Manual") for each site, using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the facilities, process control strategies, start-up and shutdown procedures, test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for County review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Six (6) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M

Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the Project. The SOPs shall be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel.

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

Division E- Facility Start-Up, Staffing and Training Services

Under this division of work the Firm shall provide the following services:

1. Start-Up Services.
 - a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Project.
 - b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
 - c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
 - d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Project. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
 - e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up

procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Project.

- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Project. The Firm shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.
 - g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
 - h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.
2. Training Services.
- a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the Project. This training shall be geared toward the following areas:
 - i. Process theory/process control.
 - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
 - iii. Preventative/corrective maintenance.
 - iv. Safety.
 - v. Laboratory training.
 - vi. "Hands-on" training.
 - b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.
 - c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.
3. One (1) Year Project Operating Report.
- a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation of the Project for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

EXHIBIT B

PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Contractor shall be paid a total lump sum amount of **Fifty-six thousand Dollars (\$56,000.00)** to cover all costs associated with Division A work, as outlined in Exhibit A.

Detailed Design (Division B) & Construction Related Services (Divisions C, D & E) - For the remainder of the design and construction phases, including the construction administration phases (Sections B, C, D & E), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The design percentage fee for the construction contract will be determined by a straight-line interpolation between the limits of the construction cost delineated as follows:

<u>NET CONSTRUCTION COST</u>	x	<u>DESIGN FEE PERCENTAGE</u>	=	<u>TOTAL DESIGN FEE</u>
\$3,000,000 and above	x	6.6	=	\$198,000.00
\$2,500,000	x	6.9	=	\$172,500.00
\$2,000,000	x	7.2	=	\$144,000.00
\$1,500,000	x	7.6	=	\$114,000.00
\$1,000,000 and below	x	8.0	=	\$80,000.00

An initial estimated construction cost of **Two Million dollars (\$2,000,000)** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Sections B, C, D & E), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, payable as follows:

Phase of Work	% of Fee
Detailed Design	45%
General Inspection Services	35%
Facility Operation and Maintenance Manual	10%
Facility Start-Up, Staffing and Training Services	10%

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner. The portion of Contractor's work completed during the General Inspection Services phase shall not exceed the project schedule percent complete as indicated on the approved monthly CPM schedule update.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

- a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.
- c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- d. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

Extra Services or Additional Costs - If the Contractor is required to perform extra services or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount not to exceed two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times a multiplier not to exceed two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one **hundred seventy-five dollars (\$175)** per hour.

END OF SECTION

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Richard W. Humann (Name)

11 Garden St., Nesconset, NY 11767 (Address)

631-756-8000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ~~has~~ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

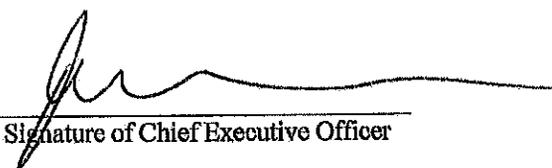
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ~~has~~ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

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

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

March 9, 2020

Dated

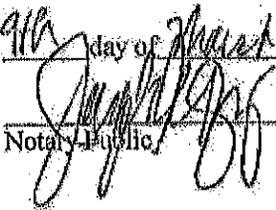

Signature of Chief Executive Officer

Richard W. Humann

Name of Chief Executive Officer

Sworn to before me this

9th day of March, 2020


Notary Public

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County 12
My Comm. Expires Dec. 15, 2022

**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo**

TO: Office of County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: February 5, 2019

SUBJECT: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Harwood and Southridge Pump Station Improvements – Glen Cove
Proposed Agreement No. S3P312-04C

This DCE memo is a revision of the DCE memo for this project dated April 20, 2016, which was signed by Richard R. Walker. The primary cause for delay in resubmitting this memo is that funding for capital project 3P312 was not available until 2018. On January 24, 2019, the project manager at H2M Engineers + Architects was contacted regarding the elapsed timeframe and has agreed to hold their pricing for this work.

This Department intends to procure detailed design services for repair/replacement and overall capital improvements to the existing Harwood Drive and Southridge Drive Sewage Pumping Stations located within the Glen Cove Sewer Service Area.

A “Request for Proposals” was prepared in conformance with the Department’s policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County’s website and advertised in *Newsday*.

Technical and Cost Proposals were received from four (4) firms (listed below) on March 4, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established, and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm’s total proposed design fee (based upon a \$2,000,000 construction budget).

Firm Name	Tech Rank	Tech Rating	Proposed Design Fee Percentage	Total Design Fee (Div. A through E)	Total Design Fee with 30% Contingency
H2M	1	92.4	7.20%	\$200,000	\$260,000
D&B	2	89.0	8.75%	\$195,000	\$253,500
HAKS	3	77.2	8.00%	\$195,000	\$253,500
LKB	4	72.0	5.40%	\$120,000	\$156,000



Office of County Executive
Att: Brian J. Schneider, Deputy County Executive
February 5, 2019
Page 2

SUBJECT: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Harwood and Southridge Pump Station Improvements – Glen Cove
Proposed Agreement No. S3P312-04C

As evidenced by the table above, the proposal from H2M received the highest technical rating while submitting a fractionally higher proposed design fee than the firms technically ranked 2nd and 3rd, respectively. LKB's proposal was deemed to be technically inferior to the others due to their failure to include a requisite section addressing their proposed technical approach to the project. This is reflected in their low technical rating. Accordingly, in our professional judgement, the proposal submitted by H2M, having the highest technical rating and proposing a reasonable cost, represents the best value to the County. Therefore, we recommend proceeding with a Personal Services Agreement with H2M for \$200,000.00 (\$260,000.00 with contingency) to provide detailed design services for this project.

The funding for these professional services is available under Capital Project No. 3P312. In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove the above request, please signify below and return this memo to the office for appropriate action.



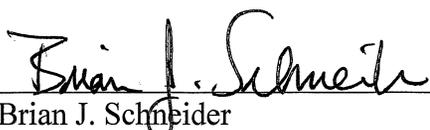
Kenneth, G. Arnold
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
Graham Sharkey, Jacobs

APPROVED:

DISAPPROVED:

 2/5/19

Brian J. Schneider Date
Deputy County Executive

Brian J. Schneider Date
Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: January 12, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Harwood & Southridge Pump Station Improvements – Glen Cove
3P312-04C - Project Design Services

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Professional project design services at the Harwood & Southridge Wastewater Pump Stations.
2. The work involves the following:
Project will provide improvements for the Harwood & Southridge Pump Stations, which are both part of the Glen Cove Sewage Treatment System. Due to age, condition and obsolescence, it is anticipated that these pump stations will require general overall improvements for safety, environmental (noise concerns, odor control), building repairs, mechanical (piping, valves), electrical and controls (including central alarm system), HVAC, and fire protection.
3. An estimate of the cost is: \$180,000.00
4. An estimate of the duration is: Twenty-four (24) months (Design services)

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
✓ Loretta Dionisio, Hydrogeologist II
✓ Thomas A. Immerso, Sanitary Engineer II
Jonathan Lesman, Management Analyst II
Daniel Pollex



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Richard W. Humann, P.E., President & CEO

August 8, 2019

Name and Title of Authorized Representative

m/d/yy

Signature

August 8, 2019

Date

H2M architects + engineers

Name of Organization

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: H2M architects + engineers
Address (street/city/state/zip code): 538 Broad Hollow Road, 4 th Floor East, Melville, New York 11747
Authorized Representative (name/title): Steven C. Hearl, P.E., LEED AP, Vice President
Authorized Signature:
Contract Number:
Contract/Project Name: Pump Station Improvements - Glen Cove (S3P312-04C)
Contract/Project Description: Personal services agreement with H2M architects + engineers to provide architectural/engineering services for the repair and improvements of the Harwood Drive and Southridge Drive Pump Stations.

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$		
Total MBE Dollar Amount	\$	MBE Contract Percentage	%
Total WBE Dollar Amount	\$	WBE Contract Percentage	%
Total Combined M/WBE Dollar Amount	\$	Combined M/WBE Contract Percentage	20%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$ and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Amay Associates, PE, PC Address: 305 Jefferson Street City: Franklin Square State/Zip Code: NY 11010 Authorized Representative: Yumei Li, P.E. Telephone No. 516.326.2828	Electrical and Mechanical Engineering during Division B Services	Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
<p>Name: Lohrius Blueprint Co., LLC (or A. Esteban & Company) Address: 226 Newtown Road</p> <p>City: Plainview</p> <p>State/Zip Code: New York 11803</p> <p>Authorized Representative: Donna Riso Telephone No. 516-465-2880</p>	<p>Printing</p>	<p>Amount (\$):</p> <hr/> <p>Award Date:</p> <hr/>	<p>Start Date:</p> <hr/> <p>Completion Date:</p> <hr/>
<p>Name: Sound Environmental Associates LLC Address: 18 Tide Court</p> <p>City: Wading River</p> <p>State/Zip Code: New York 11792</p> <p>Authorized Representative: Sheila Bubka Telephone No. 631-414-7198 Ext. 101</p>	<p>Lead paint and asbestos survey (during Division A)</p>	<p>Amount (\$):</p> <hr/> <p>Award Date:</p> <hr/>	<p>Start Date:</p> <hr/> <p>Completion Date:</p> <hr/>
<p>Name: Nasco Construction Services Inc. Address: 200 Business Park Drive</p> <p>City: Armonk</p> <p>State/Zip Code: New York 10504</p> <p>Authorized Representative: Edward Hiney Telephone No. 914-765-0984</p>	<p>40%, 70% and 100% Construction Documents Cost Estimating</p>	<p>Amount (\$):</p> <hr/> <p>Award Date:</p> <hr/>	<p>Start Date:</p> <hr/> <p>Completion Date:</p> <hr/>



E-64-20

NIFS ID:CLPW2000003 Department: Public Works

Capital: X

SERVICE: H61001-10C5 Amend 1 On-Call Civil/Site Design

Contract ID #:CFPW18000017

NIFS Entry Date: 01-APR-20

Term: from 14-FEB-19 to 13-FEB-22

Amendment
Time Extension:
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: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors	Vendor ID#: [REDACTED]
Address: 40 Marcus Drive, Suite 201 Melville, NY 11747	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Vivian Toscano	
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590	
Phone: 516-571-6814	

Routing Slip

Department	NIFS Entry: X	09-APR-20 -- LDIONISIO
Department	NIFS Approval: X	09-APR-20 -- KARNOLD
DPW	Capital Fund Approved: X	09-APR-20 -- KARNOLD
OMB	NIFA Approval: X	10-APR-20 -- CNOLAN
OMB	NIFS Approval: X	09-APR-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	09-APR-20 -- DMCDERMOTT

County Atty.	Approval to Form: X	09-APR-20 -- DMCDERMOTT
CPO	Approval: X	10-APR-20 -- KOHAGENCE
DCEC	Approval: X	14-APR-20 -- JCHIARA
Dep. CE	Approval: X	14-APR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	22-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: The original contract was to provide On Call design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. This amendment is to add \$4,000,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed five million five hundred thousand (\$5,500,000.00) dollars. Services provided shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities or other County infrastructure</p>
<p>Method of Procurement: This contract was previously selected through an open competitive process. Request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected</p>
<p>Procurement History: The contract was previously selected through an open competitive process. The Contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected. This is an amendment to add \$4,000,000.00 to the cap.</p>
<p>Description of General Provisions: This is an amendment to add \$4,000,000.00 to the cap.</p>
<p>Impact on Funding / Price Analysis: There will be a \$4,000,000.00 increase in funding. The new total amount that the County shall pay to the firm as full consideration for services has a maximum amount of five million five hundred thousand (\$5,500,000.00) dollars as per this amendment. Initial encumbrance is seven hundred and fifteen thousand dollars (\$715,000.00) with the approval of this amendment. This will fund Task Orders that were previously procured and awarded, as per County policies. This initial encumbrance will ensure design work will not be halted due to a lack of available funds.</p>
<p>Change in Contract from Prior Procurement: This amendment will add Four Million dollars (\$4,000,000.00) to the cap, of which \$715,000 will be encumbered as follows: Project numbers- 41876 (\$160,000), 61587 (\$320,000) and 63029 (\$235,000).</p>
<p>Recommendation: (approve as submitted) Approve as Submitted</p>

Advisement Information

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BUDGET CODES	
Fund:	CAP
Control:	41,61,63
Resp:	876,587,029
Object:	00002
Transaction:	CL
Project #:	41876,61587,63029
Detail:	000,PRD,010

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 715,000.00
Other	\$ 0.00
TOTAL	\$ 715,000.00

RENEWAL	
% Increase	
% Decrease	

LINE	INDEX/OBJECT CODE	AMOUNT
5	PWCAPCAP/41876-000	\$ 160,000.00
6	PWCAPCAP/61587-PRD	\$ 320,000.00
7	PWCAPCAP/63029-010	\$ 235,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 715,000.00



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

1. **Vendor:** NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

2. **Dollar amount requiring NIFA approval:** \$4000000

Amount to be encumbered: \$715000

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: expires 02/13/2022**

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	Federal % 0
X Capital Improvement Fund (CAP)		State % 0
Other		County % 0

Is the cash available for the full amount of the contract? N

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The original contract was to provide On Call design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. This amendment is to add \$4,000,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed five million five hundred thousand (\$5,500,000.00) dollars.

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 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.

CNOLAN

10-APR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND NV5 NEW YORK – ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS.

WHEREAS, the County has negotiated an amendment to a personal services agreement with NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, for on call civil engineering, site development design and support services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with NV5 New York – Engineers, Architects, Landscape Architects and Surveyors.

Jack Schnirman
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: NV5 New York - Engineers, Architects, Landscape Architects

CONTRACTOR ADDRESS: 40 Marcus Drive, Suite 201 Melville NY 11747

FEDERAL TAX ID #: 132849354

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

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

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

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

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

The contract was originally executed by Nassau County on February 14, 2019 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 Proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring & ranking, the 6 highest-ranking proposers were selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

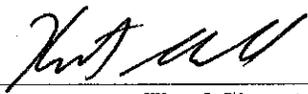
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

1/21/2020
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.

Business History Form

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

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

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

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

Date: 10/07/2019

1) Proposer's Legal Name: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

2) Address of Place of Business: 40 Marcus Drive, Suite 201

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (631) 891-3200

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 081166673

5) Federal I.D. Number: 13-2849354

6) The proposer is a: Partnership (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:
NV5 New York - Engineers, Architects, Landscape Architects and Surveyors is affiliated with NV5, 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, an explanation of the circumstances and corrective action taken.

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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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 investigation, an explanation of the
circumstances and corrective action taken.

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.

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.

NV5 presently has no interest and shall not have any interest, direct or indirect, in which activities would conflict in any manner with the performance of services contemplated by the agreement with the County. No person having such interest shall be employed by, or associated with NV5 during the term of this agreement.

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1968

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA - Director of Landscape Architecture/Partner
Daniel McGovern, AIA - Director of Architecture/Partner
Thomas Badenoch, PLS - Director of Survey/Partner

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA - Director of Landscape Architecture/Partner
Daniel McGovern, AIA - Director of Architecture/Partner
Thomas Badenoch, PLS - Director of Survey/Partner
Robert Ellis - Chief Financial Officer

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

2800

vi) Annual revenue of firm;
500000000

vii) Summary of relevant accomplishments
Please see attached.

1 File(s) Uploaded: NV5 Experience.pdf

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

1 File(s) Uploaded: Licenses.pdf

B. Indicate number of years in business.

51

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

No other.

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	Suffolk County Department of Public Works		
Contact Person	Mr. William Hillman, PE		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4002		
Fax #	(631) 852-4150		
E-Mail Address	William.Hillman@suffolkcountyny.gov		

Company	Nassau Community College		
Contact Person	Ms. Carol Lynn Friedman, RA		
Address	One Education Drive		
City	Garden Ctiy	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-9786		
Fax #	(516) 572-9786		
E-Mail Address	Carol.Friedman@ncc.edu		

Company	Town of North Hempstead		
Contact Person	Mr. Robert Fazio		
Address	285 Denton Avenue		
City	New Hyde Park	State/Province/Territory	NY
Country	US		
Telephone	(576) 739-6716		
Fax #	(576) 739-6716		
E-Mail Address	fazior@northhempsteadny.gov		

I, Stephen Normandin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen Normandin , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Electronically signed and certified at the date and time indicated by:
Stephen Normandin [STEPHEN.NORMANDIN@NV5.COM]

Managing Director
Title

04/07/2020 12:04:11 PM
Date

THE NV5 TEAM

NV5

NV5 is a full-service multi-disciplined consulting firm with over 2,000 engineers, architects, landscape architects, planners and environmental professionals working together in a team environment. With offices in Melville, NY; New York City, Parsippany, NJ; Philadelphia, PA, Norwalk, CT, and Silver Spring, MD and now over 100 nation-wide with NV5, Inc., we've been providing planning and design services to public and private sector clients for over 45 years. NV5 has the in-house capability to assemble a multi-disciplinary team of professionals, as required, for each assignment. This gives us the ability to blend our landscape architecture, engineering, architecture, planning and environmental expertise to produce thoughtful responsive solutions to complex projects. Further, NV5's size and structure allow us to mobilize quickly and commit the necessary resources required to ensure a quality product delivered on schedule and within budget.

At NV5 our focus is design in the public realm, specifically civic infrastructure in the urban environment... streets, plazas, parks, waterfronts and other forms of public open space, both utilitarian and recreational. We are committed to creating a sustainable built environment. Working effectively in a team environment, NV5 possesses the resources necessary to track, manage and respond to project requirements in a timely and professional manner. NV5's collaborative approach to problem solving ensures a staff of professionals who are both experts in their chosen field, and knowledgeable of the other related disciplines that are a part of every project.

SUSTAINABLE DESIGN – NV5's landscape architects and engineers are skilled at integrating sustainable design techniques into their park and site development projects. Techniques and considerations routinely applied include the use of locally available products made from recycled materials, retention of stormwater on-site for the purpose of filtration and aquifer recharge, re-use of 'gray' water for irrigation, green roof development and many others. In particular we are expert in the design of sustainable storm water management techniques such as the design of rain gardens, bio-swales and porous pavements.

SITE/CIVIL ENGINEERING AND ROADWAY DESIGN – Our staff of professional engineers and technicians has provided both preliminary and final design services for major projects for transportation agencies throughout the northeast region as well as for local municipalities and villages. NV5's projects range from rehabilitation of City streets to large highway reconstruction and full grade-separated interchange design projects. Staff talents go beyond roadway design and include streetscape design, utilities, right-of-way engineering, environmental permitting services, lighting design and water and sewer design.



New York Public Library Entrance, NYC



New York Botanical Garden Visitor Center, NYC



NCC Parking Lots, Hempstead, NY



Reconstruction of Battery Place, NYC

LANDSCAPE ARCHITECTURE – Designing public open spaces that delight in the urban context requires great skill and sensitivity. NV5’s team of landscape architects design spaces that are contextual and responsive to user needs. The range of projects completed by NV5 staff includes: urban plazas and streetscapes; historic landscape restoration; neighborhood parks and playgrounds; courtyards and gardens; terraces and green roofs; sports facilities; trails and greenways; bicycle and pedestrian facilities and waterfronts.



American Museum of Natural History, NYC

PARKS AND RECREATION – NV5’s Urban Landscape Architecture Division, possesses vast experience in the design of parks, playgrounds and recreation facilities. NV5 landscape architects design creative, safe play spaces that challenge children’s imagination and motor skills. Many of our playgrounds feature custom designed sculptural elements in combination with standard ‘off-the-shelf’ components. We are also experts in the design of athletic facilities including both natural and synthetic turf playing fields and sports courts.



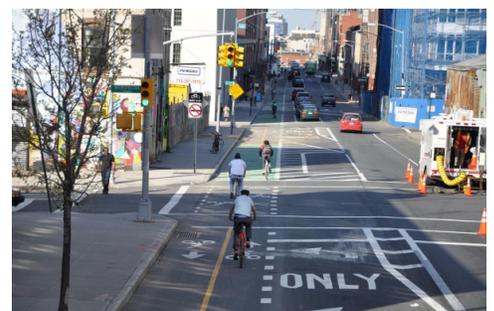
John Jay Park Playground, NYC

TRAFFIC AND TRANSPORTATION – NV5 provides a wide range of transportation related services including traffic engineering and transit planning. Traffic studies include site impact analysis, corridor and interchange analysis, travel demand modeling and needs assessment. Design projects include safety improvements and roadway and intersection design, including traffic signal installations. We have produced MPT plans and roadside safety design for many of the firm’s highway and bridge replacement and intersection projects. NV5 has extensive experience with Synchro & HCS modeling software.



CR 58 Roundabout

BICYCLE/PEDESTRIAN AND COMPLETE STREETS – NV5 employs a holistic approach to street design that takes into account the needs of all roadway users. Under the Complete Streets philosophy, pedestrians, bicyclists, transit users and motorists are fully and equally considered during the planning and design process. In designing Complete Streets, NV5 evaluates how well the road serves all travel modes. Adoption of CS policies and resolutions is demonstrating a new commitment to transforming our communities into places where people can choose to walk, bike, use public transit and reap the benefit – an improved quality of life.



Brooklyn Waterfront Greenway, Brooklyn, NY

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

**NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
SUITE 401
NEW YORK, NY 10005-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 05/01/2019 TO 04/30/2022.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0016267

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
SUITE 401
NEW YORK, NY 10005-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
11/01/2018 TO 10/31/2021.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0015813



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?

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Stephen Normandin [STEPHEN.NORMANDIN@NV5.COM]

Dated: 04/07/2020 11:59:39 AM

Vendor: NV5 New York - Engineers, Architects,
Landscape Architects and Surveyors

Title: Managing Director



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 the last page for a complete description of lobbying activities.

None

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

None

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

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Stephen Normandin [STEPHEN.NORMANDIN@NV5.COM]

Dated: 04/07/2020 12:00:47 PM

Vendor:

NV5 New York - Engineers, Architects,
Landscape Architects and Surveyors

Title:

Managing Director

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Daniel McGovern
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US

Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-8090

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>11/10/2003</u>
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Partner		11/10/2003

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

Daniel McGovern is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned his financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Daniel McGovern , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Daniel McGovern , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

NV5 New York - Engineers, Architects, Landscape
Architects and Surveyors

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel McGovern [DAN.MCGOVERN@NV5.COM]

Director of Architecture/Partner

Title

04/07/2020 12:23:42 PM

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: Jackson Wandres
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US

Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-2090

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>12/03/2008</u>
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Partner		12/03/2008

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

Jackson Wandres is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned his financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Jackson Wandres , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jackson Wandres , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

NV5 New York - Engineers, Architects, Landscape
Architects and Surveyors

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jackson Wandres [JACKSON.WANDRES@NV5.COM]

Partner

Title

04/07/2020 12:26:26 PM

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: Linda Reardon, PE
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US

Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-8090

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>10/01/2015</u>
Vice President	<u>10/01/2015</u>		
(Other)			

Type	Description	Start Date
Partner		10/01/2015
Vice President		10/01/2015

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

Linda Reardon is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned her financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Linda Reardon was appointed to the board of directors of the Atlantic Yards Community Development Corporation and served a three year term, Jan 2015 - Dec 2017. This was a volunteer community position while she was working at NV5/RBA. She was appointed by the local assemblyman.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?
YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Linda Reardon , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Linda Reardon , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

NV5 New York - Engineers, Architects, Landscape
Architects and Surveyors

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Linda Reardon [LINDA.REARDON@NV5.COM]

Vice President

Title

04/07/2020 12:19:18 PM

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: Robert Ellis
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US

Business Address: 7 Campus Drive, Suite 300
City: Parsippany State/Province/Territory: NJ Zip/Postal Code: 07054
Country: US
Telephone: (973) 946-5600

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>04/01/1999</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Chief Financial Officer		04/01/1999

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

NV5 New York - Engineers, Architects, Landscape
Architects and Surveyors

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Ellis [ROBERT.ELLIS@NV5.COM]

Chief Financial Officer/Regional Controller

Title

04/07/2020 12:15:58 PM

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: Thomas Badenoch
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US

Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-8090

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>11/10/2003</u>
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Partner		11/10/2003

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

Thomas Badenoch is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned his financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Thomas Badenoch , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas Badenoch , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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NV5 New York - Engineers, Architects, Landscape
Architects and Surveyors

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas Badenoch [THOMAS.BADENOCH@NV5.COM]

Partner

Title

04/07/2020 12:29:10 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Address: 40 Marcus Drive, Suite 201

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 13-2849354

3. Type of Business: Partnership (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):

1 File(s) uploaded NV5 Principals.pdf

First Name Daniel
Last Name McGovern
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Director of Architecture/Partner

First Name Linda
Last Name Reardon
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Sr. V.P., Director of NY Operations/Partner

First Name Jackson
Last Name Wandres
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Director of Landscape Architecture/Partner

First Name Thomas
Last Name Badenoch
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country US
Position Director of Survey/Partner

First Name Robert
Last Name Ellis
MI _____ Suffix _____
Address _____
City Long Valey State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Chief Financial Officer

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.
If none, explain.

1 File(s) uploaded NV5 Partners.pdf

First Name Daniel
Last Name McGovern
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Director of Architecture/Partner

First Name Linda
Last Name Reardon
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Sr. V.P., Director of NY Operations/Partner

First Name Jackson
Last Name Wandres
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Director of Landscape Architecture/Partner

First Name Thomas
Last Name Badenoch
MI _____ Suffix _____
Address _____

City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Director of Survey/Partner

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.

NV5, Inc. - Corporation holding management with partnership - This affiliated company is not performing any work on this contract.
NV5 Global, Inc. Parent company (non-operational holding company) - This affiliated company is not performing any work on this contract.

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

Are there lobbyists involved in this matter?

YES NO

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
Stephen Normandin [STEPHEN.NORMANDIN@NV5.COM]

Dated: 04/07/2020 12:05:32 PM

Title: Managing Director

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



NV5 New York – Engineers, Architects, Landscape Architects and Surveyors Partners

Name	Address	Title
Linda Reardon, PE	165 Clinton Avenue Apt 9C Brooklyn, NY 11218	Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA	XXXXXX Brooklyn, NY 11218	Director of Landscape Architecture/Partner
Daniel McGovern, AIA	166 East 26th Street Brooklyn, NY 11218	Director of Architecture/Partner
Thomas Badenoch, LS	XXXXXX Brooklyn, NY 11218	Director of Survey/Partner



NV5 New York – Engineers, Architects, Landscape Architects and Surveyors Principals

Name	Address	Title
Linda Reardon, PE	XXXXXXXXXXXXXXXXXXXX 185 Clinton Avenue, Apt 8C Brooklyn, NY 11205	Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA	XXXXXXXXXXXXXXXX 1700 Broadway New York, NY 10019	Director of Landscape Architecture/Partner
Daniel McGovern, AIA	XXXXXXXXXXXXXXXXXXXX 1000 Park Avenue New York, NY 10028	Director of Architecture/Partner
Thomas Badenoch, LS	XXXXXXXXXXXXXXXXXX 13300 Base Road Keller, TX 76248	Director of Survey/Partner
Robert Ellis	XXXXXXXXXXXX 1000 Park Avenue New York, NY 10028	CFO

AMENDMENT NO. 1

This AMENDMENT (this “Amendment”), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting for and on behalf of the County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the “Department”), and (ii) NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having its principal office at 40 Marcus Drive, Suite 201, Melville, New York 11747 (the “Firm”).

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H61001-10C between the County and the Firm, executed on behalf of the County on February 14, 2019, (the “Agreement”),

WHEREAS, the maximum amount of the Original Agreement was One Million Five Hundred Thousand Dollars (\$1,500,000.00) (“Maximum Amount”);

WHEREAS, the County desires to amend the Maximum Amount; and

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

1. Amended Maximum. The Maximum Amount is amended by Four Million Dollars, (\$4,000,000.00) to an agreement maximum of Five Million Five Hundred Thousand Dollars (\$5,500,000) (“Amended Maximum Amount”).

3. Full Force and Effect. All the terms and conditions of the 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 Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

NV5 New York – Engineers, Architects, Landscape Architects and Surveyors

By: _____

Name: Stephen Normandin, PE

Title: Managing Director

Date: 1/28/2020

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

4. Compliance with Law.

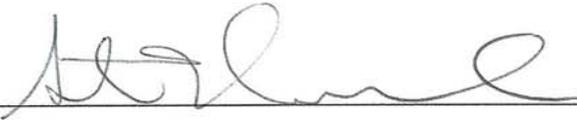
(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.



Signature

STEPHEN NORMANSON - MANAGING DIRECTOR

Printed Name and Title

4/1/20

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: January 16, 2020 Revised

SUBJECT: On-Call Civil Engineering Services
Agreement No. H61001-10C5, CFPW18000017
Amending Cap "On Call" Agreement
"On Call" Civil Engineering & Site Development Design & Support Services for
Civil/Site Design

The Department of Public Works procured NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, to provide "On Call" Civil Engineering & Site Development Design & Support Services through an open RFP and this agreement was signed on February 14, 2019, for three (3) years with a two (2) year extension at the Commissioner's discretion with a one million five hundred thousand dollars (\$1,500,000.00) cap.

The Department awarded task orders in 2019 to this firm, and after encumbering funds for these task orders, there is no space left in the cap for any additional task orders. Now the Department of Public Works is requesting to increase the cap by four million dollars (\$4,000,000.00). The total maximum amount that the County shall pay to the Firm as full consideration for services shall not exceed five million five hundred thousand dollars (\$5,500,000.00) (the "Amended Maximum Amount").

Our previous cap of one million five hundred thousand dollars (\$1,500,000.00) was depleted within ten (10) months. At this rate, we anticipate needing an additional four million dollars (4,000,000.00) to complete this three (3) year agreement. The \$4,000,000.00 increase in cap will be used for the 2020 and 2021 Priority Resurfacing Program as well as other infrastructure work done under this agreement, including bridges, parks, drainage, retaining walls and roadway widenings. To complete design in a timely manner, it is critical the cap on this agreement is raised by the requested amount.

Additionally, we are requesting to encumber seven hundred and fifteen thousand dollars (\$715,000.00) upon approval of the amended cap for this agreement, as shown in the table below. These Task Orders were previously procured and awarded, as per County policies. This initial encumbrance will ensure design work will not be halted due to a lack of available funds.

Task Order #	Task Order Name	Funding Code	Total Cost of Assignment (Including Contingency)	Amount to be Encumbered via Advisement in 2019	Remaining Amount to be Encumbered with Amendment
10B	Priority Resurfacing Phase 4	61587	\$520,000.00	\$200,000.00	\$320,000.00
14	Centennial Park	41876	\$320,000.00	\$160,000.00	\$160,000.00
19	Bannister Creek Bridge Repairs & Rehabilitation BIN 552029-0	63029	\$415,000.00	\$180,000.00	\$235,000.00
Total			\$1,255,000.00	\$540,000.00	\$715,000.00



Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive
January 16, 2020
Page two

SUBJECT: On-Call Civil Engineering Services
Agreement No. H61001-10C5 CFPW18000017
Amending Cap "On Call" Agreement
"On Call" Civil Engineering & Site Development Design & Support Services for
Civil/Site Design

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.



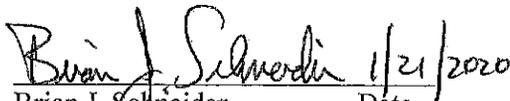
Kenneth G. Arnold
Commissioner

KGA:RM:RD:ac

c: Rakhai Maitra, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner,
Loretta Dioniso, Assistant to Deputy Commissioner
Vivian Toscano, Civil Engineer III
Devin Velasquez, Civil Engineer II

APPROVED:

DISAPPROVED:



Brian J. Schneider Date
Deputy County Executive

Brian J. Schneider Date
Deputy County Executive

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Stephen Normandin, PE, Managing Director

1/28/20

Name and Title of Authorized Representative

m/d/yy



1/28/20

Signature

Date

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Name of Organization

40 Marcus Drive, Suite 201, Melville, NY 11747

Address of Organization

Instructions for Certification

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2020

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

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

PRODUCER Cavnac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C No, Ext): 619-744-0574 E-MAIL ADDRESS: certificates@cavnac.com	FAX (A/C No): 619-234-8601
	INSURER(S) AFFORDING COVERAGE	
INSURED NV5 New York - Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville NY 11747	INSURER A : Valley Forge Insurance Company INSURER B : Continental Casualty Co. INSURER C : Continental Insurance Company INSURER D : National Fire Ins. Hartford INSURER E : Berkley Insurance Company INSURER F :	
	NAIC # 20508 20443 35289 20478 32603	

COVERAGES

CERTIFICATE NUMBER: 1528635231

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6057040530	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		6057040575	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUE6076054554	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC657040561	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E A	Professional Liability Bus. Personal Property			AEC902912003 6057040530	5/1/2019 5/1/2019	5/1/2020 5/1/2020	Ea. Claim/Aggregate Limit \$10 Mil / \$20 Mil 10,125,000

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

Re: Nassau County Civil Engineering On Call Contract. Additional Insured coverage applies to General Liability and Automobile Liability for Nassau County Department of Public Works and Nassau County per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit. Property - Special form, replacement cost. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

00020007560570405758533





**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional Insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional Insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE	
Name Of Person Or Organization:	
	Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2019

Policy No: 6057040530; 6057040575; CUE6076054554

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.	rebmN yciLoP AEC902912003
Effective Date of This Endorsement 05/01/2019	Authorized Representative



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 05/01/2019

Policy No: 6057040558; 6057040561



E-128-18

NIFS ID:CFPW18000017 Department: Public Works

Capital: X

SERVICE: H61001-10C5 On-Call Civil Engineering

Contract ID #:CFPW18000017 NIFS Entry Date: 13-NOV-18 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: NV5 New York Engineers, Architects, Landscape Architects and Surveyors	Vendor ID#: 13-2849354
Address: 40 Marcus Drive, Suite 201 Melville, New York 11747	Contact Person: Stephen Normandin
	Phone: 631-891-3211

Department:	
Contact Name: Andrea Pereira	
Address: 1194 Prospect Avenue Westbury, New York 11590	
Phone: 516-571-9673	

Routing Slip

Department	NIFS Entry: X	13-NOV-18 -- LDIONISIO
Department	NIFS Approval: X	13-NOV-18 -- RDALLEVA
DPW	Capital Fund Approved: X	13-NOV-18 -- RDALLEVA
OMB	NIFA Approval: X	14-NOV-18 -- APERSICH
OMB	NIFS Approval: X	14-NOV-18 -- SDEWS
County Atty.	Insurance Verification: X	14-NOV-18 -- DMCDERMOTT

County Atty.	Approval to Form: X	14-NOV-18 -- DMCDERMOTT
CPO	Approval: X	21-NOV-18 -- RCLEARY
DCEC	Approval: X	26-NOV-18 -- JCHIARA
Dep. CE	Approval: X	26-NOV-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	15-NOV-18 -- MREYNOLDS
Legislature	Approval: X	18-DEC-18 -- LVOCATURA
Comptroller	Deputy: X	30-JAN-19 -- JSCHOEN
NIFA	NIFA Approval: X	13-FEB-19 -- MWORSHAM

Contract Summary

Purpose: To retain professional engineering services on an on-call basis for design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. These services shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.

Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining professional engineering services.

Procurement History: The Contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected.

Description of General Provisions: Standard Nassau County Agreement format utilized.

Impact on Funding / Price Analysis: Project funding will be from appropriate Capital Project as task orders are issued.

Change in Contract from Prior Procurement: Not Applicable.

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP/63400-000	\$ 0.01
Control:	63	Contract				\$ 0.00
Resp:	400	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	63400	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						

%	Decrease		
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E-128-18

NIFS ID:CFPW18000017 Department: Public Works

Capital: X

SERVICE: H61001-10C5 On-Call Civil Engineering

Contract ID #:CFPW18000017 NIFS Entry Date: 13-NOV-18 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: NV5 New York Engineers, Architects, Landscape Architects and Surveyors	Vendor ID#: 13-2849354
Address: 40 Marcus Drive, Suite 201 Melville, New York 11747	Contact Person: Stephen Normandin
	Phone: 631-891-3211

Department:	
Contact Name: Andrea Pereira	
Address: 1194 Prospect Avenue Westbury, New York 11590	
Phone: 516-571-9673	

2018 NOV 26 3:21

RECEIVED
NASSAU COUNTY
OFFICE OF THE COUNTY ATTORNEY

Routing Slip

Department	NIFS Entry: X	13-NOV-18 -- LDIONISIO
Department	NIFS Approval: X	13-NOV-18 -- RDALLEVA
DPW	Capital Fund Approved: X	13-NOV-18 -- RDALLEVA
OMB	NIFA Approval: X	14-NOV-18 -- APERSICH
OMB	NIFS Approval: X	14-NOV-18 -- SDEWS
County Atty.	Insurance Verification: X	14-NOV-18 -- DMCDERMOTT

County Atty.	Approval to Form: X	14-NOV-18 -- DMCDERMOTT
Dep. CE	Approval: X	26-NOV-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	15-NOV-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To retain professional engineering services on an on-call basis for design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. These services shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.
Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining professional engineering services.
Procurement History: The Contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected.
Description of General Provisions: Standard Nassau County Agreement format utilized.
Impact on Funding / Price Analysis: Project funding will be from appropriate Capital Project as task orders are issued.
Change in Contract from Prior Procurement: Not Applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advertisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP/63400-000	\$ 0.01
Control:	63	Contract				\$ 0.00
Resp:	400	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	63400	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 0.01		TOTAL	\$ 0.01
% Increase						
% Decrease						

E-128-18

RULES RESOLUTION NO. 195-2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NV5 NEW YORK – ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS

12-17-18
7 0 0 0 0

WHEREAS, the County has negotiated a personal services agreement with NV5 New York – Engineers, Architects, Landscape Architects and Surveyors for professional engineering services on an on-call basis for design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit, 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 NV5 New York – Engineers, Architects, Landscape Architects and Surveyors.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mincola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) NV5 New York - Engineers, Architects, Landscape Architects and Surveyors, having its principal office at 40 Marcus Drive, Suite 201, Melville, New York 11747 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, **prior to the Expiration Date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of the development of studies and recommendations, reports, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner

or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other

preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

6. 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.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

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

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

13. Termination.

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

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

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

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

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments ther-of, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

**NV5 New York - Engineers, Architects,
Landscape Architects and Surveyors**

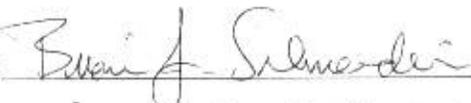
By: 

Name: Stephen Normandin, PE

Title: Managing Director

Date: 11/12/18

NASSAU COUNTY

By: 

Name: BRIAN J. SCHAEFER

Title: County Executive

Deputy County Executive
Date: FEBRUARY 14, 2019

PLEASE EXECUTE IN BLUE INK

Exhibit "A"

Detailed Scope of Services

1. Scope of Services.

These services may involve, but are not limited to, providing studies, reports, analysis, load rating, surveying, AutoCAD drafting, base maps, detail maps, right of way maps, design and cost estimating on an as needed basis for various Civil Engineering, Site Development and related projects for County facilities, as well as other related specialized services. The scope of services required for a particular project will be identified, described in writing and distributed to the Firm for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include, but not limited to, proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work. Upon completion of a project, the Firm will be required to provide plans in digitized AutoCAD format, specifications, and all back-up cost estimates including take-offs, pricing, etc. All documents regarding utility coordination and project related correspondence with Town, Village, communities, utility companies, etc. shall be provided, if so requested. During construction, the Firm shall provide clarifications as necessary.

2. Notification.

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of the Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

3. Task Order Procedures.

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

A. Task Order Issuance and Submission of Proposal

In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Task Order") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the Firm. If the Task order is sent to the Firm, the Firm shall:

1. Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
2. Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described

in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.

B. Department Review of Cost Proposal

1. The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.
2. The Commissioner of the Department shall notify the Firm in writing of the Department's determination and, if the Proposal is accepted by the Department, the Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that apply.

Exhibit "B"

Payment Schedule

Payment to the Firm for all services that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of **two and fifty hundredths (2.50)**. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars (\$175.00).

Progress Payments:

- (1) During the progress of the design for a construction contract, the Firm shall be paid up to an accumulated total of 80% of the design fee based on "Salary Multiplier" or lump sum as outlined in the task order, as determined by the percentage of work completed shown by the submission of required progress reports as well as design document submittals, and as approved by the Commissioner. When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the design fee based on "Salary Multiplier" or lump sum as outlined in task order.
- (2) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, the Firm shall be paid an additional sum to bring the final payment up to 100% of the design fee based on "Salary Multiplier" or lump sum as outlined in task order.
- (3) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have

earned full payment for the design services the Firm shall be paid an additional sum to bring the total payments to 100% of the design fee based on "Salary Multiplier" or lump sum as outlined in task order.

Out-of-Pocket Expenses:

The Firm shall be reimbursed for the actual cost of "out-of-pocket" expenses that have been approved in writing by the Commissioner of Public Works. Traveling cost for reporting to site is not considered out-of-pocket.

The Firm shall be reimbursed for the actual cost of the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.
2. Additional models, renderings, and/or photographs than those requested in task order.
3. Reproduction of drawings in excess of 15 copies per each.

Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm.
2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by

the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

Stephen Normandin, PE (Name)

40 Marcus Drive, Suite 201, Melville, NY 11747 (Address)

(631) 891-3200 (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 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 _____ has has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

- 5. 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.


Dated 11/12/18
Signature of Chief Executive Officer

Stephen Normandin, PE
Name of Chief Executive Officer

Sworn to before me this
12th day of November, 2018


Notary Public

ELLEN K. KELLY
Notary Public, State of New York
No. 01903011434
Qualified in Sullivan County
Commission Expires August 10, 2022



NCDPW MAXIMUM HOURLY RATE SCHEDULE (2019)

PROFESSIONAL SUPPORT

Expert Testimony	\$175
Principal	175
Supervising Engineer	175
Supervising Landscape Architect	175
Supervising Architect	175
Supervising Planner	175
Project Manager	175
Principal Engineer/Architect/Landscape Architect/Planner	160
Senior Engineer/Architect/Landscape Architect/Planner	150
Engineer/Architect/Landscape Architect/Planner	125
Technician and Detailer	110
Architectural Designer	95
Assistant Engineer/Architect/Landscape Architect/Planner	90
Engineering Aide	75
Senior Environmentalist	\$170
Environmentalist	135
Senior Drafter	\$110
Drafter/CADD Operator	80
Resident Engineer	175
Senior Inspector	130
Inspector	105
Technical Typist	85
Estimator/Scheduler	175

*Hourly rates provided are inclusive of overhead costs and profit

EQUIPMENT

Computer Usage/CADD Plotter (B&W) (Deliverables)	\$0.40/sq.ft.
Printing Reproduction Processing (B&W) (8.5x11)	\$0.08/page



E-65-20

NIFS ID:CLIT20000001

Department: Information Technology

Capital:

SERVICE: GIS Support Services & Training

Contract ID #:CQIT15000001

NIFS Entry Date: 27-FEB-20

Term: from 01-MAR-20 to 28-FEB-21

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: LiRo GIS, Inc. (Agreement assigned by Bowne)	Vendor ID#: [REDACTED]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***	
Address: 240 Old Country Rd. Mineola, NY 11501	
Phone: 516-571-4311	

Routing Slip

Department	NIFS Entry: X	27-FEB-20 -- CCAPOLONGO
Department	NIFS Approval: X	27-FEB-20 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-MAR-20 -- IQURESHI
OMB	NIFS Approval: X	09-MAR-20 -- SDEWS
County Atty.	Insurance Verification: X	27-FEB-20 -- AAMATO
County Atty.	Approval to Form: X	02-MAR-20 -- DGRIPPO
CPO	Approval: X	06-APR-20 -- KOHAGENCE

DCEC	Approval: X	07-APR-20 -- JCHIARA
Dep. CE	Approval: X	20-APR-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	22-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training. The purpose of this amendment is to extend the contract 1 year to 2/28/2021 to allow the County sufficient time to issue a Request for Proposal for GIS services.</p>
<p>Method of Procurement: RFP IT0321-1407</p>
<p>Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.</p>
<p>Description of General Provisions: Description of General Provision:</p> <ol style="list-style-type: none"> 1. On-call user support including problem resolution. 2. Data maintenance as required or as directed by the County. 3. New application development and continuing application development on work previously completed and on work in progress. 4. Systems Administration and Support. 5. Support for implementing software upgrades. <p>Task 2 ç GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.</p> <ol style="list-style-type: none"> 1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County. 2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.

3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis: N/A

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1750	Revenue		04	ITGEN1750/DE505	\$ 0.01
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.01			\$ 0.00
Object:	DE505	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

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 DEPARTMENT OF INFORMATION TECHNOLOGY, AND LIRO GIS AND SURVEY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with LiRo GIS and Survey, P.C. for Geographic Information Systems support services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with LiRo GIS and Survey, P.C.

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

1. Vendor: LiRo GIS, Inc. (Agreement assigned by Bowne)

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

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: 3/1/2020 to 2/28/2021

Has work or services on this contract commenced? Y _____

If yes, please explain: Ongoing GIS services

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 0
Other		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:

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case, the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training. The purpose of this amendment is to extend the contract 1 year to 2282021 to allow the County sufficient time to issue a Request for Proposal for GIS services.

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 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.

IQURESHI

09-MAR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: LiRo GIS, Inc

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: [REDACTED]

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

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____

[date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

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

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

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

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

The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were 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. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

2-27-2020
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.



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?

YES NO If yes, to what campaign committee?

[Redacted area]

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.

Electronically signed and certified at the date and time indicated by:
Luis M. Tormenta, PE [Redacted]

Dated: 02/06/2020 02:44:08 PM

Vendor: LiRo GIS, Inc.

Title: CEO/President



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.

NO/NONE

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE [REDACTED]

Dated: 02/06/2020 02:44:41 PM

Vendor: LiRo GIS, Inc.

Title: CEO/President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Burton
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type Business
Description _____
Address One State Street Plaza, 28th Floor
City New York State/Province/Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description _____
Address 690 Delaware Avenue
City Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country US
Phone (716) 882-5476

Type Business
Description _____
Address 235 East Jericho Turnpike
City Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country US
Phone (516) 746-2350

Type Business
Description _____
Address 141-07 20th Avenue, Suite 503
City Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country US

Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

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) _____	

Type	Description	Start Date
Other	Senior Vice President	08/07/2018
Other	Executive Vice President	01/15/2020

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Mr. Burton is an officer for the following affiliated companies:

- LiRo Engineers, Inc. - Common Ownership and Control
- LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
- LiRo Architects + Planners, P.C. - Common Ownership and Control
- LiRo Architects & Engineers West, P.C. - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
- LiRo Program and Construction Management, Inc. - Common Ownership and Control
- LiRo Constructors, Inc. - Common Ownership and Controls
- RLT Engineering, Geology, and Land Surveying, P.C
- Monitor Builders, Inc.

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action

taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See Attached

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Michael Burton, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Burton, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo GIS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Burton, PE 

Executive Vice President

Title

02/12/2020 04:22:32 PM

Date

Question 11



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: Rocco L. Trotta, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 538 Spruce Street, Suite 506
City Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country US
Phone (570) 963-7713

Type Business
Description _____
Address One State Street Plaza, 28th Floor
City New York State/Province/Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description _____
Address 529 Main Street, Suite 3303
City Boston State/Province/Territory: MA Zip/Postal Code: 02129
Country US
Phone (617) 723-7100

Type Business
Description _____
Address 690 Delaware Avenue
City Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country US

Phone (716) 882-5476
Type Description Business
Address 235 East Jericho Turnpike
City Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country US
Phone (516) 746-2350

Type Description Business
Address 141-07 20th Avenue, Suite 503
City Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country US
Phone (718) 445-5295

Type Description Business
Address 703 Lorimer Street
City Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country US
Phone (718) 782-0267

Type Description Business
Address 100 Duffy Avenue, Suite 402
City Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country US
Phone (516) 595-2900

Type Description Business
Address 85 Allen Street, Suite 300
City Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country US
Phone (585) 287-8833

Type Description Business
Address 101 Hudson Street, 21st Floor
City Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country US
Phone (732) 409-6953

Type Description Business
Address 1266 E. Main Street, Soundview Plaza, Suite 700R
City Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country US
Phone (203) 992-4560

Type Description Business
Address 500 Washington Avenue
City Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country US

Phone (207) 582-2400

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

President	_____	Treasurer	_____
Chairman of Board	08/07/2018	Shareholder	08/07/2018
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

100% Ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

[Redacted]

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Mr. Trotta has Direct or Indirect Common Ownership and Control for the following LiRo affiliated companies:

- LiRo Engineers, Inc.
- LiRo Program and Construction Management, PE P.C.
- LiRo Architects + Planners, P.C.
- LiRo Architects & Engineers West, P.C.
- LiRo Architects & Engineers, P.C. (CT)
- LiRo Architects & Engineers, P.C. (PA)
- LiRo Program and Construction Management, Inc.
- LiRo Constructors, Inc.
- RLT Engineering, Geology and Land Surveying, P.C.
- James LaSala & Associates
- DiGiorgio Associates, Inc.
- DAI, Inc.
- Monitor Builders, Inc.

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See Attached

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Rocco L. Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco L. Trotta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo GIS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Rocco L. Trotta, PE 

Chairman

Title

02/12/2020 04:19:18 PM

Date

Question 11



PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Bailey, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type Business
Description _____
Address One State Street Plaza, 28th Floor
City New York State/Province/Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description _____
Address 141-07 20th Avenue, Suite 503
City Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country US
Phone (718) 445-5295

Type Business
Description _____
Address 703 Lorimer Street
City Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country US
Phone (718) 782-0267

Type Business
Description _____
Address 85 Allen Street, Suite 300
City Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country US

Phone	(585) 287-8833		
Type Description	Business		
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type Description	Business		
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type Description	Business		
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type Description	Business		
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type Description	Business		
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type Description	Business		
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type Description	Business		
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type Description	Business		
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone (207) 582-2400

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) _____

Type	Description	Start Date
Other	Senior Vice President	08/07/2018
Other	Executive Vice President	01/15/2020

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Officer of LiRo Program and Construction Management, PE P.C.
LiRo Engineers, Inc.
RLT Engineering, Geology, and Land Surveying, P.C.

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action

taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?
YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) Uploaded: Question 11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Michael Bailey, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Bailey, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo GIS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Bailey, PE 

Executive Vice President

Title

02/12/2020 03:59:53 PM

Date

Question 11



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: Lawrence H. Blond
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 703 Lorimer Street
City Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country US
Phone (718) 782-0267

Type Business
Description _____
Address 100 Duffy Avenue, Suite 402
City Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country US
Phone (516) 595-2900

Type Business
Description _____
Address 85 Allen Street, Suite 300
City Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country US
Phone (585) 287-8833

Type Business
Description _____
Address 101 Hudson Street, 21st Floor
City Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country US

Phone	(732) 409-6953		
Type	Business		
Description	538 Spruce Street, Suite 506		
Address	Scranton	State/Province/Territory: PA	Zip/Postal Code: 18503
City	US		
Country	(570) 963-7713		
Phone	Business		
Type	1266 E. Main Street, Soundview Plaza, Suite 700R		
Description	Stamford	State/Province/Territory: CT	Zip/Postal Code: 06902
Address	US		
City	(203) 992-4560		
Country	Business		
Phone	529 Main Street, Suite 3303		
Type	Boston	State/Province/Territory: MA	Zip/Postal Code: 02129
Description	US		
Address	(617) 723-7100		
City	Business		
Country	500 Washington Avenue		
Phone	Portland	State/Province/Territory: ME	Zip/Postal Code: 04103
Type	US		
Description	(207) 582-2400		
Address	Business		
City	One State Street Plaza, 28th Floor		
Country	New York	State/Province/Territory: NY	Zip/Postal Code: 10004
Phone	US		
Type	(212) 563-0280		
Description	Business		
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory: NY	Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description	235 East Jericho Turnpike		
Address	Mineola	State/Province/Territory: NY	Zip/Postal Code: 11501
City	US		
Country	(516) 746-2350		
Phone	Business		
Type	141-07 20th Avenue, Suite 503		
Description	Whitestone	State/Province/Territory: NY	Zip/Postal Code: 11357
Address	US		
City			
Country			

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) _____	

Type	Description	Start Date
Other	Senior Vice President	08/07/2018
Other	Executive Vice President	01/15/2020

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Officer of LiRo Program and Construction Management, PE P.C.
 LiRo Engineers, Inc.
 RLT Engineering, Geology, and Land Surveying, P.C.
 Monitor Builders, Inc.
 LiRo Constructors, Inc.
 LiRo Program and Construction Management, Inc. (CA)

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) Uploaded: Question 11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Lawrence H. Blond, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence H. Blond, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo GIS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Lawrence H. Blond, PE XXXXXXXXXX

Executive Vice President

Title

02/11/2020 06:18:21 PM

Date

Question 11



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: Luis M. Tormenta
Date of birth: [REDACTED]
Home address: [REDACTED]
City: Mamaroneck State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 516-938-5476

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

Type Business
Description _____
Address 85 Allen Street, Suite 300
City Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country US
Phone (585) 287-8833

Type Business
Description _____
Address 529 Main Street, Suite 3303
City Boston State/Province/Territory: MA Zip/Postal Code: 02129
Country US
Phone (617) 723-7100

Type Business
Description _____
Address 1266 E. Main Street, Soundview Plaza, Suite 700R
City Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country US
Phone (203) 992-4560

Type Business
Description _____
Address 538 Spruce Street, Suite 506
City Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country US

Phone (570) 963-7713
Type Description Business
Address 100 Duffy Avenue, Suite 402
City Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country US
Phone (516) 595-2900

Type Description Business
Address 703 Lorimer Street
City Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country US
Phone (718) 782-0267

Type Description Business
Address 141-07 20th Avenue, Suite 503
City Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country US
Phone (718) 445-5295

Type Description Business
Address 690 Delaware Avenue
City Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country US
Phone (716) 882-5476

Type Description Business
Address One State Street Plaza, 28th Floor
City New York State/Province/Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Description Business
Address 235 East Jericho Turnpike
City Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country US
Phone (516) 746-2350

Type Description Business
Address 101 Hudson Street, 21st Floor
City Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country US
Phone (732) 409-6953

Type Description Business
Address 500 Washington Avenue
City Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country US

Phone (207) 582-2400

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

President	<u>08/07/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>08/07/2018</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

Type	Description	Start Date
Other	Chief Operating Officer	08/07/2018

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Mr. Tormenta is an officer of the following affiliated companies:

- LiRo Engineers, Inc. - Common Ownership and Control
- LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
- LiRo Architects + Planners, P.C. - Common Ownership and Control
- LiRo Architects & Engineers West, P.C. - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
- LiRo Program and Construction Management, Inc. - Common Ownership and Control
- LiRo Constructors, Inc. - Common Ownership and Control
- RLT Engineering, Geology and Land Surveying, P.C. - Common Ownership and Control
- Monitor Builders, Inc. - Common Ownership and Control
- DiGiorgio Associates, Inc. -Common Ownership and Control
- DAI Inc. - Common Ownership and Control

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.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See Attached

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Luis M. Tormenta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Luis M. Tormenta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

LiRo GIS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE XXXXXXXXXX

CEO/President

Title

02/11/2020 05:59:41 PM

Date

Question 11



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: 02/06/2020

1) Proposer's Legal Name: LiRo GIS, Inc.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11703

Country: US

Address: One State Street Plaza, 28th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: _____ End Date: _____

Address: 690 Delaware Avenue

City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14209

Country: US

Start Date: _____ End Date: _____

Address: 235 East Jericho Turnpike

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

Start Date: _____ End Date: _____

Address: 141-07 20th Avenue, Suite 503

City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357

Country: US

Start Date: _____ End Date: _____

Address: 703 Lorimer Street

City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211

Country: US

Start Date: _____ End Date: _____

Address: 100 Duffy Avenue, Suite 402

City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

Start Date: _____ End Date: _____

Address: 85 Allen Street, Suite 300
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14608
Country: US
Start Date: _____ End Date: _____

Address: 101 Hudson Street, 21st Floor
City: Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country: US
Start Date: _____ End Date: _____

Address: 538 Spruce Street, Suite 506
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503
Country: US
Start Date: _____ End Date: _____

Address: 1266 E. Main Street, Soundview Plaza, Suite 700R
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country: US
Start Date: _____ End Date: _____

Address: 529 Main Street, Suite 3303
City: Boston State/Province/Territory: MA Zip/Postal Code: [REDACTED]
Country: US
Start Date: _____ End Date: _____

Address: 500 Washington Avenue
City: Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country: US
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (516) 938-5476

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Corporation (Describe) _____

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

YES NO If yes, please provide details:

LiRo GIS, Inc. shares office space with other LiRo Group companies.

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, please provide details:

Affiliates are listed below:

LiRo Engineers, Inc. - Common Ownership and Control
LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control
James LaSala & Associates - Common Ownership and Control
Monitor Builders, Inc. ? Common Ownership and Control
RLT Engineering, Geology, Land Surveying, P.C. ? Common Ownership and Control
DAI, Inc. ? Common Ownership and Control
DiGiorgio Associates, Inc. - Common Ownership and Control

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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) Uploaded: Question 13 Bus History.pdf

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the

circumstances and corrective action taken.

- 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.

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, to the best of our knowledge.

(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, to the best of our knowledge.

(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, to the best of our knowledge.

- 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.

We are not aware of any matter is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/07/2018

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Rocco L. Trotta, PE

[Redacted]

Chairman of the Board and Sole Owner

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

Rocco L. Trotta, [Redacted], Chairman

Luis M. Tormenta, [Redacted], CEO and Vice Chairman

Michael Burton, [Redacted], SVP & National Operations Manager

Michael Bailey, [Redacted], Senior Vice President

Lawrence Blond, [Redacted], Senior Vice President and General Manager

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

[Redacted]

vi) Annual revenue of firm;

[Redacted]

vii) Summary of relevant accomplishments

See attached

1 File(s) Uploaded: Question 17-A-vii Bus History.pdf

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

B. Indicate number of years in business.

35

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

The LiRo Group's staff of 894 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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 Town of Hempstead Department of Engineering

Contact Person Douglas Tuman, PE, Esq
Address Town Plaza
City Hempstead State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax #
E-Mail Address [REDACTED]

Company Suffolk County Department of Public Works
Contact Person Alex Prego, PE
Address 335 Yaphank Avenue
City Yaphank State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company New York City Department of Information Technology and Telecommunications
Contact Person Jeff Norris
Address 2 Metro Tech Center
City Brooklyn State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax #
E-Mail Address [REDACTED]

I, Luis M. Tormenta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Luis M. Tormenta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: LiRo GIS, Inc.

Electronically signed and certified at the date and time indicated by:
Luis M. Tormenta, PE

CEO/President
Title

02/06/2020 02:47:07 PM
Date



LiRo GIS and Survey, P.C.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

January 23, 2020

Caresse Capolongo, Accountant I
Nassau County
Dept. of Information Technology
240 Old Country Road
Mineola, New York 11501

RE: LiRo GIS, Inc. ("LiRo) Corporate Name Change Detail

Dear Ms. Capolongo:

On January 8, 2019, LiRo amended its corporate name from "LiRo GIS and Survey, P.C." to "LiRo GIS, Inc." Attached is a certified copy of the Certificate of Amendment filed with the New York Department of State amending LiRo's corporate name.

Sincerely,



Alfred C. Bereche
Senior Vice President and General Counsel

enclosures: Certified Copy of the Certificate Amendment

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
February 4, 2019.



Whitney Clark

Whitney Clark
Deputy Secretary of State for Business and
Licensing Services

730

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LIRO GIS AND SURVEY, P.C.**

Under Section 805 of the Business Corporation Law

First: The current name of the corporation is: LiRo GIS and Survey, P.C.

The name of the corporation has been previously changed, the name under which it was originally formed is: LiRo Consulting Engineer, P.C.

Second: The date of the filing of the Certificate of Incorporation with the Department of State is: November 05, 1984.

Third: The amendments effected by this Certificate of Amendment are as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the name of the Corporation is amended to read in its entirety as follows:

FIRST: "The name of the corporation is LiRo GIS, Inc."

Paragraph SECOND of the Certificate of Incorporation relating to the corporate purpose is amended to read in its entirety as follows:

SECOND: "The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under Section 402 of the Business Corporation Law. The corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained."

Fourth: This Certificate of Amendment was authorized, first by the vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

[Redacted Signature]

Alfred C. Beréche, Duly Authorized Person

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo GIS, Inc.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded Question 4 Disclosure Form.pdf

No principals have been attached to this form.

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.

If none, explain.

Rocco L. Trotta, PE, [REDACTED]

No shareholders, members, or partners have been attached to this form.

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.

- LiRo Engineers, Inc. - Common Ownership and Control
- LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
- LiRo Architects + Planners, P.C. - Common Ownership and Control
- LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
- LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
- LiRo Constructors, Inc. - Common Ownership and Control
- James LaSala & Associates - Common Ownership and Control
- Monitor Builders, Inc. ? Common Ownership and Control
- RLT Engineering, Geology, Land Surveying, P.C. ? Common Ownership and Control
- DAI, Inc. ? Common Ownership and Control
- DiGiorgio Associates, Inc. - Common Ownership and Control

None of the Affiliated Companies will be participating in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads,

legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES NO

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE [REDACTED]

Dated: 02/06/2020 02:48:38 PM

Title: CEO/President

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

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Luis M. Tormenta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LiRo GIS, Inc.

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: 113205660

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
02/06/2020 02:44:08 PM

Lobbyist Registration and Disclosure Form:
02/06/2020 02:44:41 PM

Business History Form certified:
02/06/2020 02:47:07 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/06/2020 02:48:38 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Rocco L. Trotta, PE [REDACTED]	02/12/2020 04:19:18 PM
Lawrence H. Blond, PE [REDACTED]	02/11/2020 06:18:21 PM
Michael Bailey, PE [REDACTED]	02/12/2020 03:59:53 PM
Luis M. Tormenta, PE [REDACTED]	02/11/2020 05:59:41 PM
Michael Burton, PE [REDACTED]	02/12/2020 04:22:32 PM

I, Luis M. Tormenta, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

Luis M. Tormenta, PE

Name

CEO/President

Title

LiRo GIS, Inc.

Name of Submitting Entity

02/12/2020 04:26:37 PM

Date

Amendment #3

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) LiRo GIS, Inc. (formerly known as "LiRo GIS and Survey, P.C."), a New York Corporation, having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000001 between the County and the Contractor, executed on behalf of the County on August 21, 2015, and subsequently amended on May 8, 2017 and April 2, 2019 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Geographic Information Systems ("GIS") Support and GIS Training, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2015 to February 29, 2020 (the "Term"); and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County; and

WHEREAS, the County desires to extend the original agreement to continue the Services to allow County sufficient time to issue a Request for Proposal for GIS services;

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

1. Term. The Department desires to extend the Term for an additional one (1) year period so that the termination date of the Original Agreement, as amended herein, shall be February 28, 2021.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties herein.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

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

LIRO GIS, INC.

Name:  _____

Richard Annitto

Title: Vice President

Date: 2/3/2020

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of February in the year 2020 before me personally came Richard Annitto to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of Lipo GIS, Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC


SONIA ROBAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6119011
Qualified in Queens County
My Commission Expires 11-22-2020

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

On the _____ day of _____ in the year _____ 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2019

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 [REDACTED]	CONTACT NAME: [REDACTED]	FAX (A/C, No):	
	PHONE (A/C, No, Ext): [REDACTED]	E-MAIL ADDRESS: [REDACTED]	
INSURED LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	[REDACTED]	[REDACTED]
	INSURER B:	[REDACTED]	[REDACTED]
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 858334953

REVISION NUMBER:

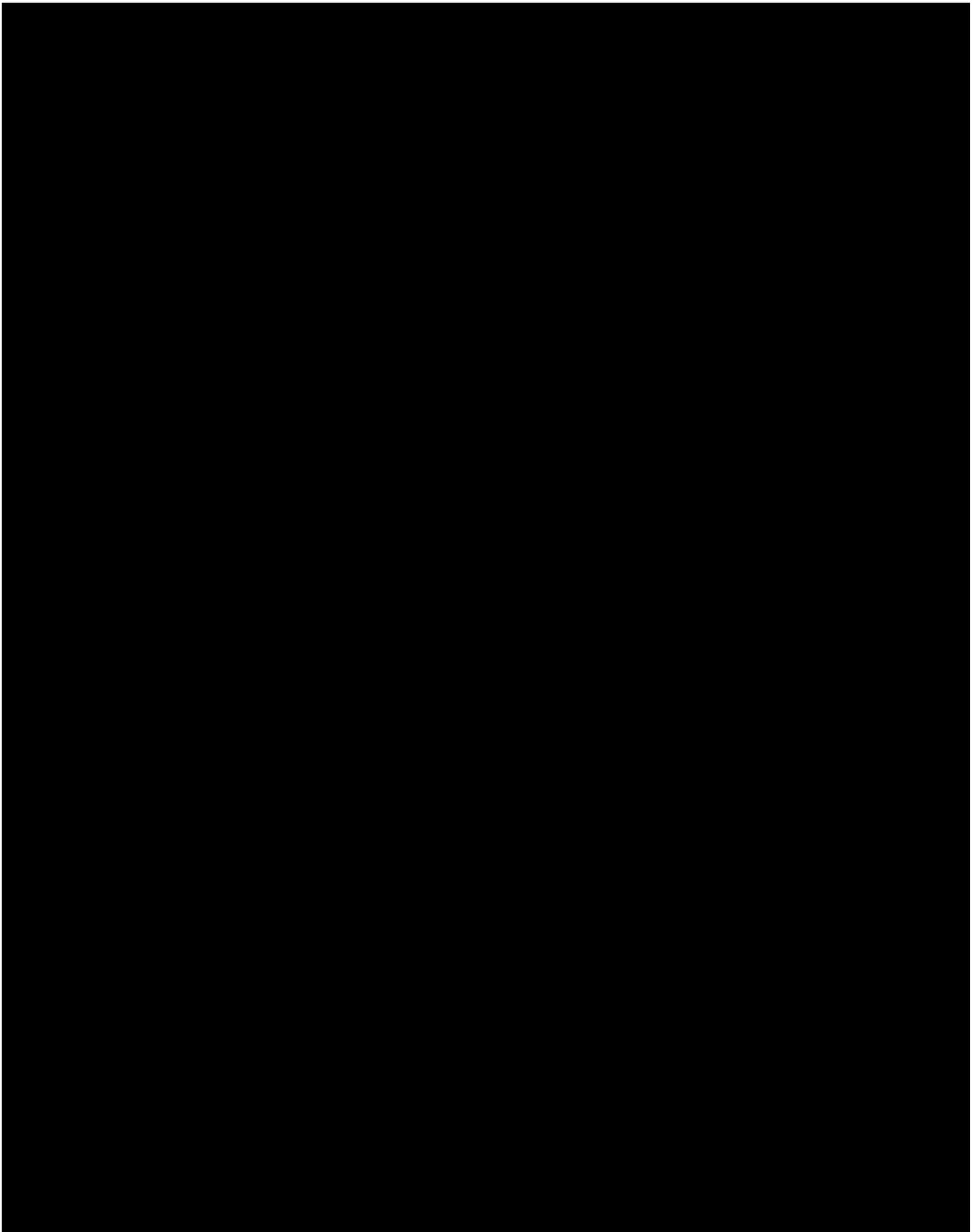
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

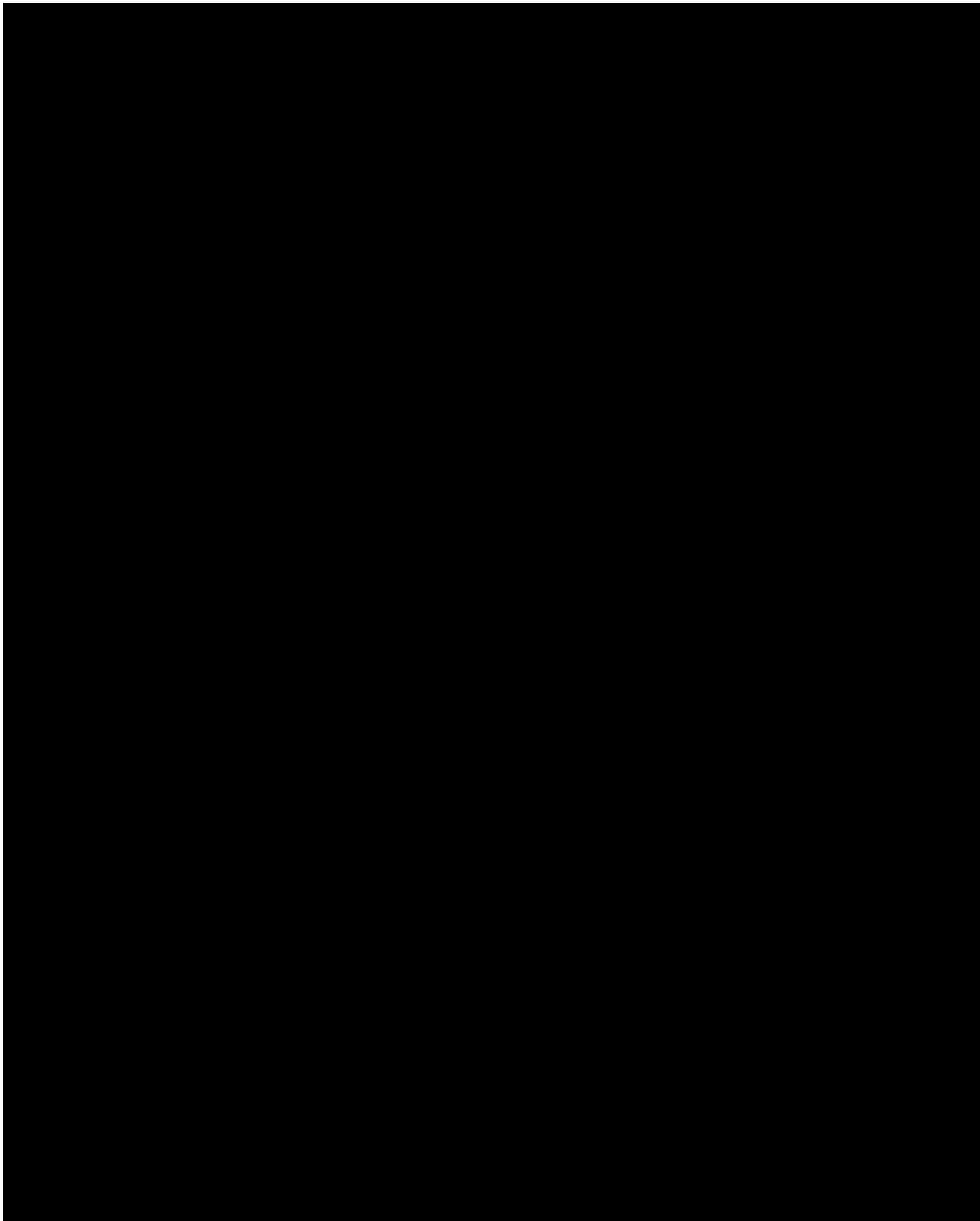
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	[REDACTED]	11/1/2019	11/1/2020	EACH OCCURRENCE \$ [REDACTED] DAMAGE TO RENTED PREMISES (Ea occurrence) \$ [REDACTED] MED EXP (Any one person) \$ [REDACTED] PERSONAL & ADV INJURY \$ [REDACTED] GENERAL AGGREGATE \$ [REDACTED] PRODUCTS - COMP/OP AGG \$ [REDACTED] \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	[REDACTED]	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ [REDACTED] BODILY INJURY (Per person) \$ [REDACTED] BODILY INJURY (Per accident) \$ [REDACTED] PROPERTY DAMAGE (Per accident) \$ [REDACTED] \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	[REDACTED]	11/1/2019	11/1/2020	EACH OCCURRENCE \$ [REDACTED] AGGREGATE \$ [REDACTED] \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	[REDACTED]	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ [REDACTED] E.L. DISEASE - EA EMPLOYEE \$ [REDACTED] E.L. DISEASE - POLICY LIMIT \$ [REDACTED]
A	<input type="checkbox"/> Pollution/Professional Liability <input type="checkbox"/> Valuable Papers	Y	Y	[REDACTED]	11/1/2019 11/1/2019	11/1/2020 11/1/2020	Occ./Agg. Limit: \$ [REDACTED]

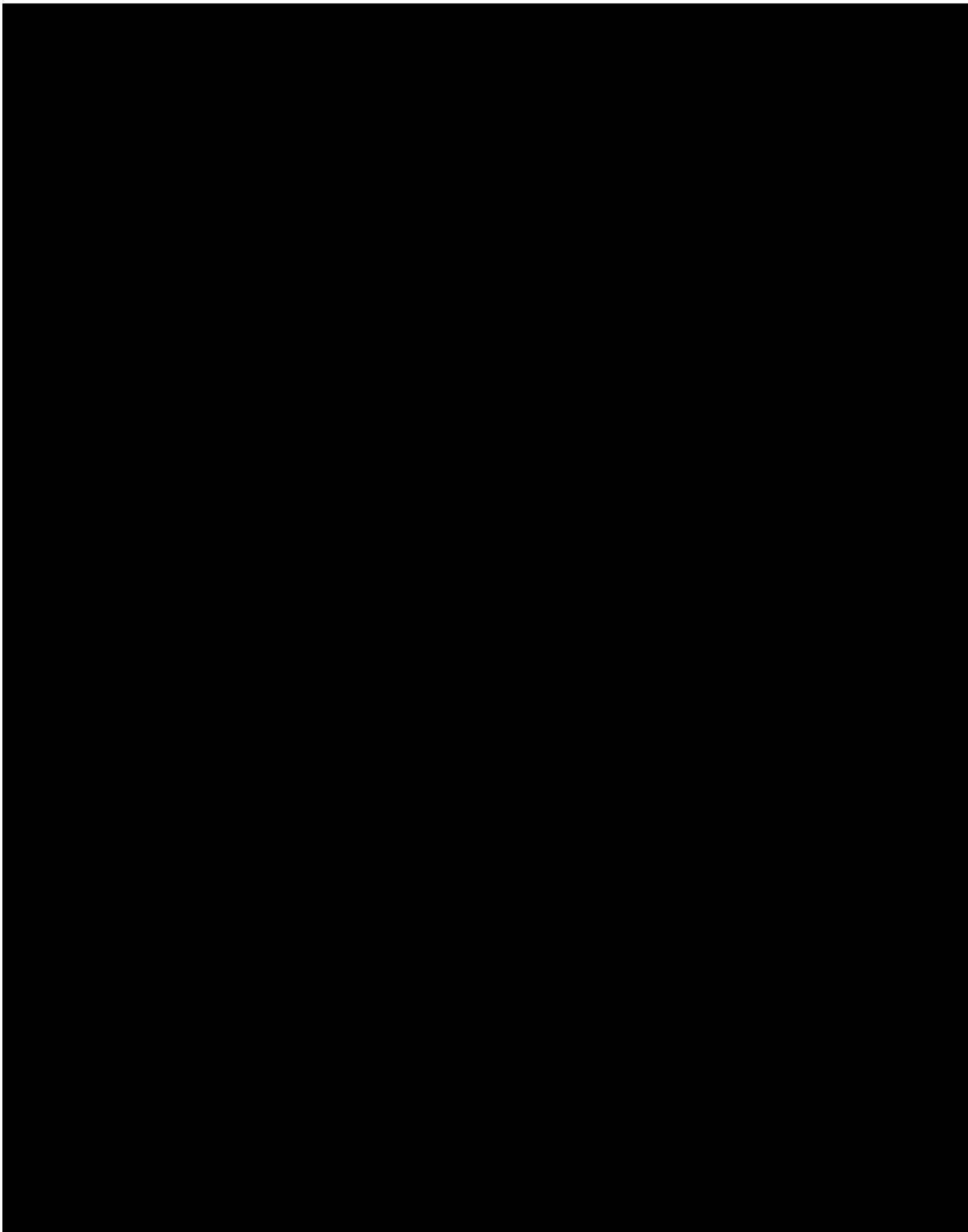
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Evidence Purposes Only

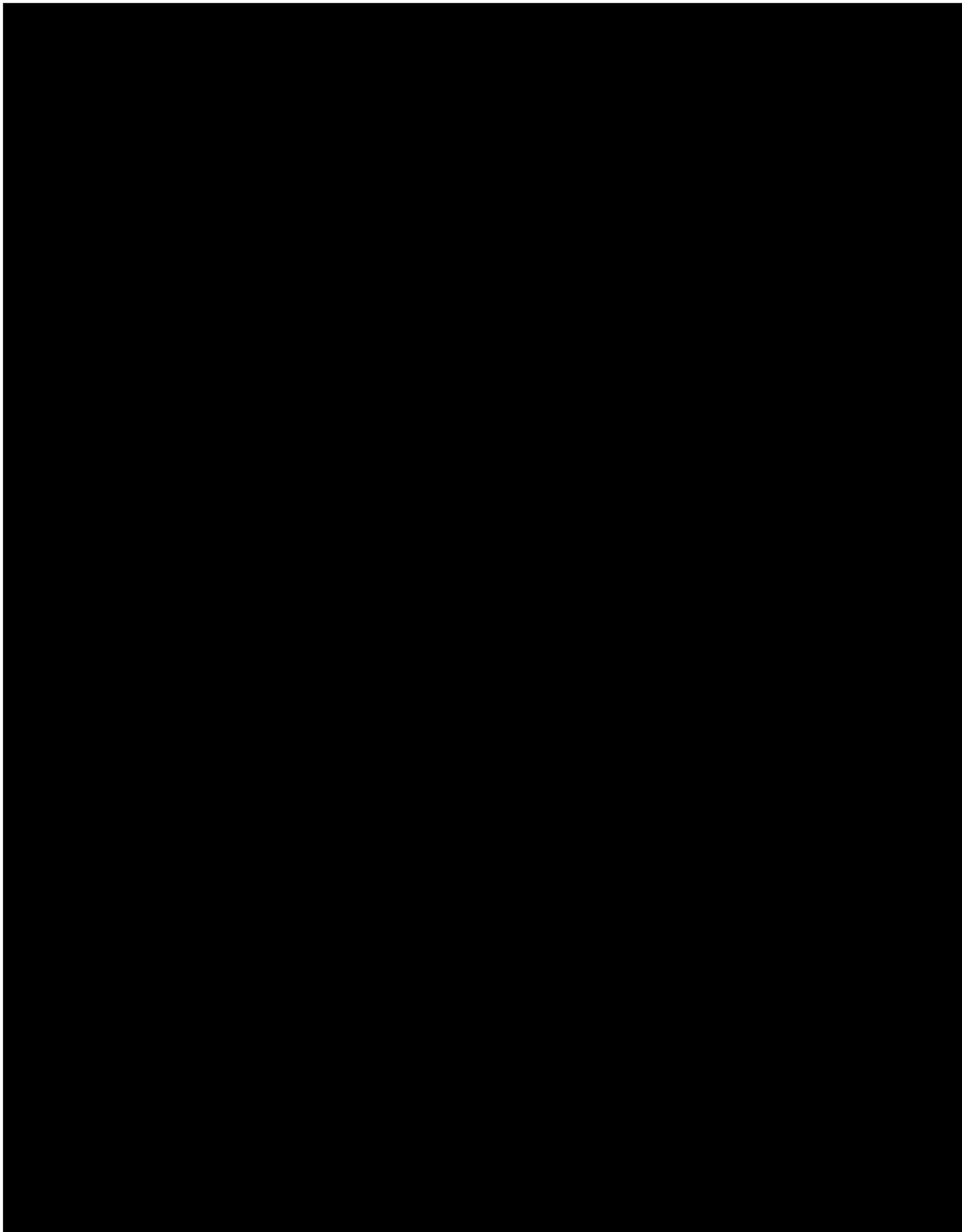
CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

Evidence of Insurance	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 [REDACTED]









Contract ID#: COIT15000001



Department: Information Technology

E-56-15
SERVICE: GIS Support Services & Training

Contract Details

NIFS ID #: COIT15000001

NIFS Entry Date: 02/26/2015

Term: from 03/01/2015 to 02/28/2017

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

Agency Information

Vendor	
Name Bowns Management Systems, Inc.	Vendor ID# [REDACTED]
Address P.O. Box 109 Mineola, NY 11501	Contact Person Mr. Richard P. Stutzak
	Phone [REDACTED]

County Department	
Department Contact Erick Bautista	****Please return final, sealed copy to Peggy Brown
Address 240 Old Country Road Mineola, N.Y. 11501	
Phone (516) 571-9920	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered		[Signature]	
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	3/11/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
3/14/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/17/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/17/15	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/23/15	Concella D. Petrucci	
	County Attorney	NIFS Approval <input type="checkbox"/>	3/23/15	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/23/15	[Signature]	
3/11/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/11/15	[Signature]	



Contract Summary

Description:

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees.

Purpose:

There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government. The Services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.

Method of Procurement:

Request for Proposal.

Procurement History:

The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

Description of General Provisions:

Task 1 - GIS Support Services:

1. On-call user support including problem resolution.
2. Data maintenance as required or as directed by the County.
3. New application development and continuing application development on work previously completed and on work in progress.
4. Systems Administration and Support.
5. Support for implementing software upgrades.

Task 2 - GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.
2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.
3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis:

The maximum amount for full consideration for services shall not exceed \$2,375,000.00. However, only \$300,000 is being encumbered at this time so the vendor can provide the County with continuing GIS Support Services.

Change in Contract from Prior Procurement:

N/A.

Recommendation:

Approve as submitted.

Advertisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1750
Object:	DE
Transaction:	505

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$300,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1750/DE505	\$300,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$300,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIPS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIPS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>[Signature]</i>
Date: <i>7/1/15</i>	Date: <i>7/27/15</i>	Date: <i>7/1/15</i>
		E #: _____

E: 56-15

RULES RESOLUTION NO. 132 2015

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 BOWNE MANAGEMENT SYSTEMS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/29/15
VOTING:
ayes 4 nays 3 abstained 0 recusals 0
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement with Bowne Management Systems, Inc. ("Bowne") for GIS support and training services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of March 1, 2015 by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Bowne Management Systems, Inc., a New York corporation, having its principal office at 235 Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") RFP #IT0321-1407 issued April 4, 2014, for Geographic Information System ("GIS") Support and GIS Training;

WHEREAS, the County received multiple responses to the RFP; and

WHEREAS, the Contractor submitted a proposal in response to the RFP found to be beneficial to the County; and

WHEREAS, the County awarded the Services to four (4) qualified vendors, including the Contractor; and

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

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term. This Agreement shall commence on March 1, 2015 and continue for a period of two (2) years, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County, at its sole option and in its sole discretion, may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods for a total term of five (5) years.
2. Services. The Services are fully described in detail in the Statement of Work and include, but are not limited to, (a) GIS Support Services. The Contractor shall provide GIS-related support services which shall include (i) on-call user support including problem resolution (ii) data maintenance as required or as directed by the County including, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities; (iii) Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet; (iv) systems Administration and support, and (v) support for implementing software upgrades. (b) GIS Training. (i) The Contractor shall provide GIS training at a County provided site for: (1) ArcGIS 10 or its successor versions that are implemented, (2) Arc Editing in a versioned environment, and (3) Any additional training as directed by, and at the sole discretion of the County; (ii) Contractor shall provide to County a list of all available ESRI training curricula that is available through the Contractor and shall modify ESRI training curricula to reflect the Nassau County GIS Environment.
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Million, Three

Hundred and Seventy-Five Thousand Dollars (\$2,375,000.00) ("Maximum Amount") payable in accordance with the rates provided in cost attachment #1.

(b) Encumbrance. (a) The Contractor understands that only Three Hundred Thousand Dollars (\$300,000.00) is encumbered at this time under this Agreement (the "Encumbered Amount"). The Contractor shall not perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered for this Agreement by the County Comptroller and approved by the County Executive.

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

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

(e) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean: (i) any information that is specifically marked as "Confidential" "Restricted" or with other similar legend; (ii) information which the County has requested in writing to be kept confidential; (iii) information which is disclosed verbally and identified as confidential at the time of disclosure; (iv) information which, by its nature, must be kept confidential in order to prevent adverse consequences to the Business or the County; and (v) nonpublic third-party information entrusted to the other in confidence.

Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least

the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

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

7. Confidentiality. (a) Confidential Information. The Contractor hereby agrees (i) to hold and to cause each of such Contractor's agents, employees and representatives to hold the County's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder; and (iv) not to copy or reverse engineer any such Confidential Information. (b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that: (i) was already known to the receiving party prior to disclosure by the disclosing party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) has been approved for release by written authorization of the owner of the Confidential Information; and (v) has been independently developed by the receiving party. (c) The Contractor agrees that the Contractor shall return or destroy the County's Confidential Information upon request. (d) Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose Confidential Information to the extent it is required to be disclosed pursuant to (i) "Compliance with Law: Record Access" Section; or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it. (e) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret. (f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement

so as not to endanger or harm any Person or property.

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

9. Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

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

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement of intellectual property rights as indicated in the "Patent/Copyright/Trademark/Trade Secrets Claims" Section.

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

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

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

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less five million dollars (\$5,000,000.00) per occurrence; (iii) compensation

insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any infringement of intellectual property rights as indicated in Section 14, "Patent / Copyright / Trademark / Trade Secrets Claims."

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

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

12. Right to Works/Intellectual Property Rights. (a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County. (b) The completed project deliverables as well as all working material shall become the sole property of the County. The completed maps, electronic media, and any additional products shall be copyrighted in the County's name. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of, the County, may be allowed to use limited examples of the completed work for marketing or other uses. (c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

13. Works Made for Hire. The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

14. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal. Entities, and not the County, shall be liable to the Contractor.

15. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b)(i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part(s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

rights.

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

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

21. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

25. 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.

26. Force Majeure: Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

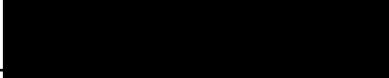
27. Executory Clause. Notwithstanding any other provision of this Agreement:

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

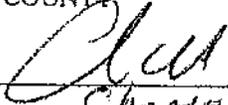
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

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

By: 
Name: Frank Antetomaso
Title: President
Date: 7/24/15

NASSAU COUNTY

By: 
Name: Charles R. Branch
Title: Deputy County Executive
Date: 8/21/15

PLEASE EXECUTE IN BLUE INK

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

Contractor must also be included with the Best Effort Documentation

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Frank Antetomaso _____ (Name)

_____ (Address)

_____ (Telephone Number)

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

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

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

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

2/27/15
Dated


Signature of Chief Executive Officer

Frank Antetomaso
Name of Chief Executive Officer

Sworn to before me this

27th day of February, 2015, 2008.

Adrienne Hofgren
Notary Public

ADRIENNE HOFGREN
Notary Public, State of New York
No. 01HO48-6079
Qualified in Nassau and Suffolk Counties
Commission Expires August 31, 2017

ADRIENNE HOFGREN
Notary Public, State of New York
No. 01HO48-6079
19 Qualified in Nassau and Suffolk Counties
Commission Expires August 31, 2017

Attachments to Contract

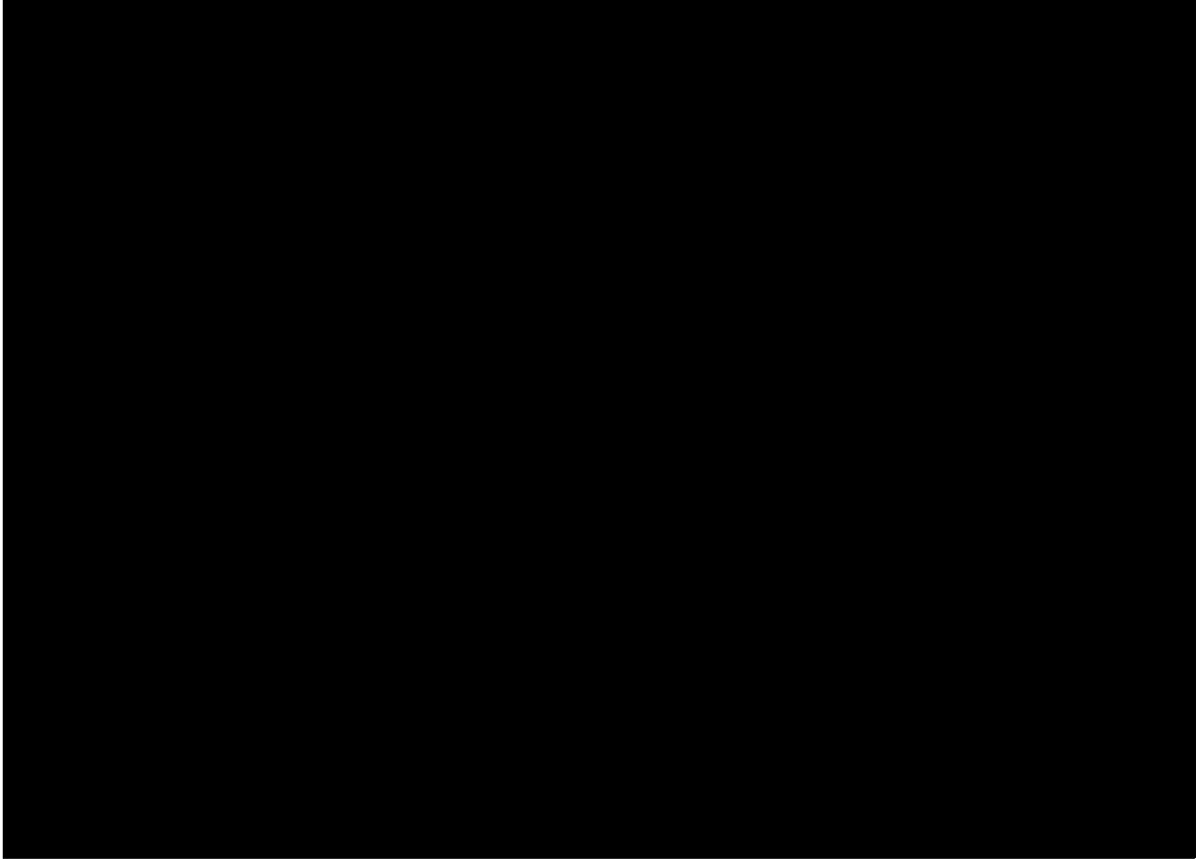
1) Cost Proposals

2) Statement of Work

Attachment #1

1. COST PROPOSAL:

The following table and associated notes represent Bowne's completed Cost Proposal – Appendix A, table of "Proposed Cost Breakdown".



NOTES:

- As indicated in the above table, Bowne Management Systems will not charge the County a premium rate for overtime work.

1. COST PROPOSAL

The following table and associated notes represent Bowne's Cost Proposal – Appendix A, table of "Proposed Cost Breakdown".

1. Cost per class, including any associated costs, itemized.

Our cost per class consists of three components:

- Curriculum Development - A onetime fee for the development of each custom curriculum. This fee is not applicable to standard training curricula provided by a third party provider. A typical curriculum may contain the following topics:
 - Investigating Geographic Data
 - Managing Map Layers
 - Symbolizing Categorical Data
 - Labeling Map Features
 - Making a Map Layout
 - Managing Tables
 - Getting Locations from Attributes
 - Loading Data into a Geodatabase
- A daily instructor rate for classes of 1-12 students and a daily instructor rate for classes of 13-20 students. Classes for up to twelve students will be taught by a single instructor. Classes of 13 – 20 students will be taught by an instructor and an assistant. These rates apply to all formal classroom training.
- Workbook Development – as indicated in Item 2, below.

2. Cost to modify each training curriculum available through the proposer to the Nassau County environment.

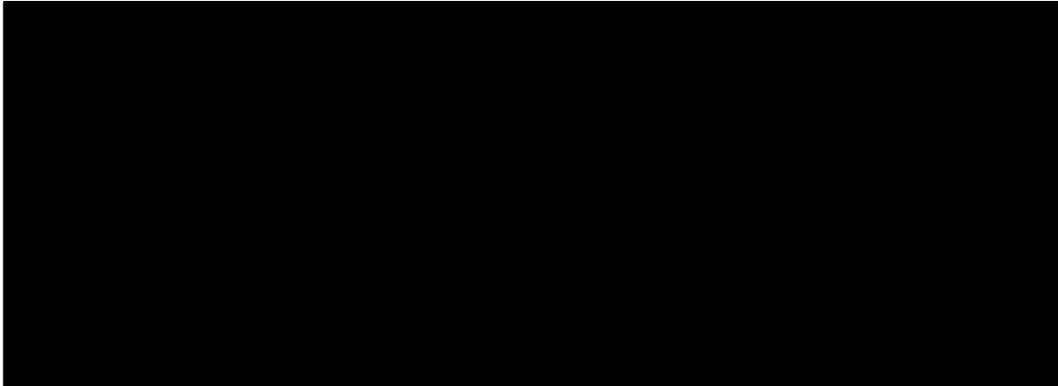
- Workbook Development - A onetime fee for the development of each set of exercise materials customized to a specific County requirement.

3. Cost of training materials.

Each student will be provided with their own copy of any course training manuals. The amounts shown for these items are estimates only.

- Published Training Manuals - Third party training materials used in our classes will be provided to the County at cost. The amount shown for this item is an estimate only; manuals will be acquired from the respective publisher and billed to the County at cost.
- Custom Training Materials - Custom training materials will be provided at the cost of reproduction. Note that the County may elect to reproduce these materials internally.

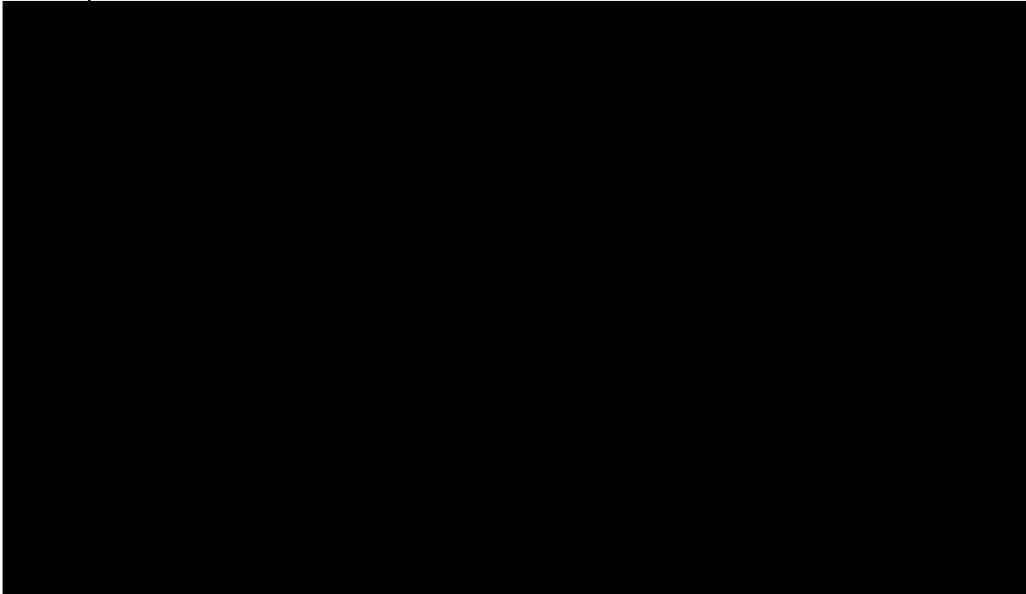




ASSUMPTIONS:

- As indicated in the RFP, all training will be conducted at a Nassau County provided site unless otherwise requested by the County.
- County personnel will be responsible for providing all computer resources for each training session and for ensuring that all required software is loaded and properly configured prior to the training session. Bowne will define requirements in advance and, if requested, can provide setup and configuration services at our normal hourly rates.
- We recommend a limit of no more than twelve (12) students per class (depending on size and configuration of training area) with a single instructor. Should class size exceed this number we recommend adding an assistant or aide to the class to assist the instructor. The cost for this additional person is shown in the table.

The following table and associated notes represent Bowne's Cost Proposal – Appendix A, table of "Proposed Cost Breakdown".



NOTES:

- As indicated in the above table, Bowne Management Systems will not charge the County a premium rate for overtime work.

Statement of Work

Bowne Management Systems, Inc., GeoDecisions, AppGeo, Gayron DeBruin(Contractor/Contractors) work to be performed for Nassau County for March 1, 2015 - February 28, 2017

1. GIS Support Services:

Services:

- i. Contractor/Contractors - shall provide on-call user support including problem resolution.
- ii. Contractor/Contractors shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. Contractor/Contractors shall provide Systems Administration and Support.
- iv. Contractor/Contractors shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet.
- v. Contractor/Contractors shall provide support for implementing software upgrades and GIS online.

2. GIS Training:

Services:

- i. Contractor/Contractors shall provide GIS training for:
 1. ArcGIS 10 or its successor versions that are implemented
 2. Arc Editing in a versioned environment
 3. Any additional training as directed by, and at the sole discretion of the County.
- ii. Contractor/Contractors shall provide a list of all available ESRI training curricula that are available.
- iii. Contractor/Contractors shall modify ESRI training curricula to reflect the Nassau County GIS Environment. The cost of any modifications to the curricula must be identified in the cost proposal.

- iv. Contractor/Contractors shall indicate if ESRI certification has been obtained, listing the name(s) of certified trainers and the course work they have been certified in.
- v. All training shall be conducted at a Nassau County provided site unless approved by the County.

3. SOW Process

The Services underlying this Agreement have been awarded to four (4) contractors (the "Contractors"). Please be advised that Contractors are not guaranteed work under the Agreement. Rather, the Agreement gives Contractors eligibility to bid on a particular SOW for which it can provide the necessary GIS Services.

a. Individual Statements of Work.

When NCIT has a project requiring GIS services, a SOW describing in detail the project GIS Services will be issued to each of the Contractors eligible to provide the specific type of GIS Service needed.

Notwithstanding the expiration of the Agreements between the Contractors and the County, an individual SOW may require the Contractors' personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractors' personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- GIS Category required.
- Description of project and services required.
- Dates and schedule requirements.
- Staffing requirements

NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the project and services required.



E-97-17

Contract ID: CQIT15000001

Department: Information Technology

Capital:

SERVICE: GIS Support Services & Training

NIFS ID #: CLIT17000002 NIFS Entry Date: 21-FEB-17

Term: from 01-MAR-17 to 28-FEB-19

Amendment
Time Extension: X
Addl. Funds:
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: Bowne Management Systems, Inc,	Vendor ID#: [REDACTED]
Address: P O Box 109 Mineola, NY 11501	Contact Person: Richard P. Slutzah
	Phone: 516-746-2350

Department:	
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***	
Address: 240 Old Country Road Mineola, NY 11501	
Phone: 516-571-9920	

Routing Slip

Department	NIFS Entry: X	23-FEB-17 -- VMANUCHA
Department	NIFS Approval: X	15-MAR-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-17 -- RDALLEVA
OMB	NIFS Approval: X	16-MAR-17 -- AROMANO
County Atty.	Insurance Verification: X	17-MAR-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	17-MAR-17 -- DMCDERMOTT
Dep. CE	Approval: X	27-MAR-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	21-MAR-17 -- MREYNOLDS
Legislature	Approval: X	25-APR-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	03-MAY-17 -- RBUKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract enables the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. This is an amendment to extend the term of contract to 2/28/2019. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS is married to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government.

The Services have been awarded to four vendors that Nassau County believes be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.

Method of Procurement: RFP

Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

Description of General Provisions: Description of General Provisions:

Task 1 - GIS Support Services:

1. On-call user support including problem resolution.
2. Data maintenance as required or as directed by the County.
3. New application development and continuing application development on work previously completed and on work in progress.
4. Systems Administration and Support.
5. Support for implementing software upgrades.

Task 2 - GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.
2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.
3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis: n/a

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ITGEN1750
Control:	
Resp:	
Object:	DE505
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	.01
Federal	0
State	0
Capital	0
Other	0
TOTAL	.01

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1750/DE505	.01
		0
		0
		0
		0
		0
	TOTAL	.01

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND BOWNE MANAGEMENT SYSTEMS, INC.

Passed by the Rules Committee
Nassau County Legislature
at a special meeting on 4-24-17
yeas 4 nays 3 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Bowne Management Systems, Inc. to provide services in connection with the Geographic Information Systems ("GIS") support and GIS training, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Bowne Management Systems, Inc.

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Bowne Management Systems, Inc., a New York corporation, having its principal office at 235 Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000001 between the County and the Contractor, executed on behalf of the County on August 21, 2015, (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Geographic Information Systems ("GIS") Support and GIS Training, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the Services were procured under RFP#IT0321-1407 issued April 4, 2014; and

WHEREAS, the term of the Original Agreement is from March 1, 2015 to February 28, 2017 (the "Term"); and

WHEREAS, the Original Agreement contains three (3) renewal options; and

WHEREAS, the County desires to renew the Original Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Renewal. The County hereby exercises its first two (2) renewal options extending the Term for an additional two (2) year period so that the termination date of the Original Agreement, as amended herein, shall be February 28, 2019. The County reserves the right to exercise its final renewal option which would extend the Original Agreement for an additional one (1) year period at the County's sole discretion.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties herein.

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

BOWNE MANAGEMENT SYSTEMS, INC.

Name:  _____

Title: PRESIDENT

Date: JAN. 30, 2017

NASSAU COUNTY

By:  _____

Name: Charles Roberts

Title: Deputy County Executive

Date: 5/8/17

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of JANUARY in the year 2017 before me personally came Frank Antoniazis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Bone Management Systems, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Karen A. Petrocelli
NOTARY PUBLIC

KAREN A. PETROCELLI
Notary Public, State of New York
NO. 01PE6242121
Qualified in Nassau and Suffolk Counties
Commission Expires May 31, 2018

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

On the 01st day of May in the year 2017 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 13, ~~1999~~

2019



E-13-19

NIFS ID:CLIT18000019

Department: Information Technology

Capital:

SERVICE: GIS Support Services & Training

Contract ID #:CQIT15000001

NIFS Entry Date: 03-DEC-18

Term: from 01-MAR-17 to 28-FEB-20

Amendment
Time Extension: X
Addl. Funds:
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: LiRo GIS and Survey, P.C (Agreement assigned by Bowne)	Vendor ID#: [REDACTED]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: Richard Annitto
	Phone: 516-746-2350

Department:	
Contact Name: Nancy Stanton ****Please return final, sealed copy to Vandana Manucha****	
Address: 240 Old Country Road Mineola, NY 11501	
Phone: 516-571-4311	

2019 FEB -11 A 11:40
 NASSAU COUNTY
 CLERK OF THE SUPREME COURT

Routing Slip

Department	NIFS Entry: X	03-DEC-18 -- VMANUCHA
Department	NIFS Approval: X	05-DEC-18 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	07-DEC-18 -- APERSICH
OMB	NIFS Approval: X	05-DEC-18 -- JNOGID
County Atty.	Insurance Verification: X	05-DEC-18 -- AAMATO
County Atty.	Approval to Form: X	06-DEC-18 -- MMISRA
CPO	Approval: X	11-JAN-19 -- KOHAGENCE

DCEC	Approval: X	15-JAN-19 -- JCHIARA
Dep. CE	Approval: X	31-JAN-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	31-JAN-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract enables the vendor to provide GIS Support to further this development, as well as provide training in GIS software and functionality for County employees. This is an amendment for renewal of term for final year to 2/28/2019. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS for the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government.

Method of Procurement: RFP IT0321-1407

Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.

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3. New application development and continuing application development on work previously completed and on work in progress.

4. Systems Administration and Support.

5. Support for implementing software upgrades.

Task 2 - GIS Training: All training shall be conducted at a Nassau County provided site unless approved by the County Proposers. The vendor will inform the County if ESRI certification has been obtained and will provide the County with a list of the name(s) of certified trainers and the course work they have been certified in.

1. GIS training will be provided for ArcGIS 10, Arc Editing and any additional training as directed by, and at the sole discretion of the County.

2. Provide the County with a list of all available ESRI training curricula that are available through the vendor.

3. Modification of ESRI training curricula to reflect the Nassau County GIS Environment.

Impact on Funding / Price Analysis: n/a

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advertisement Information

BUDGET CODES	
Fund:	ITGEN1750
Control:	
Resp:	
Object:	DE500
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
03	ITGEN1750/DE505	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

E-13-19

RULES RESOLUTION NO. 19 2019

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 DEPARTMENT OF INFORMATION TECHNOLOGY, AND LIRO GIS AND SURVEY, P.C. ("LIRO").

Approved by the Rules Committee
Nassau County Legislature
Date: 2-11-19
7

WHEREAS, the County has negotiated an amendment to a personal services agreement with LiRo for Geographic Information 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 amendment to agreement with LiRo.

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) LiRo GIS and Survey, P.C., a New York Corporation, having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000001 between the County and the Contractor, executed on behalf of the County on August 21, 2015, and subsequently amended on May 8, 2017 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Geographic Information Systems ("GIS") Support and GIS Training, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the Services were procured under RFP#IT0321-1407 issued April 4, 2014; and

WHEREAS, the Original Agreement, CQIT15000001 was awarded to Bowne Management Systems pursuant to the RFP; and

WHEREAS, all of the rights, titles, and interests in and to all of Bowne's property and assets were purchased by Contractor on via an Asset Purchase Agreement dated January 9, 2018 (the "Asset Purchase Agreement") attached hereto for reference; and

WHEREAS, County, Bowne, and Contractor entered into a Consent and Assignment Agreement dated April 9, 2018 (the "Consent and Assignment Agreement") attached hereto for reference; and

WHEREAS, Bowne assigned the Services to Contractor under the Consent and Assignment Agreement; and

WHEREAS, the County consented to the assignment of the Agreement to Contractor in the Consent and Assignment Agreement; and

WHEREAS, Bowne is no longer providing Services under the Agreement and Contractor assumed the Services underlying the Bowne Agreement on April 9, 2018 and

WHEREAS, the term of the Original Agreement is from March 1, 2015 to February 28, 2019 (the "Term"); and

WHEREAS, the Original Contract has three (3) renewal options ("Renewal Options"); and

WHEREAS, the County desires to exercise the Renewal Option in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Renewal. The County hereby exercises its final Renewal Options extending the Term for an additional one (1) year period so that the termination date of the Original Agreement, as amended herein, shall be February 29, 2020.

2. Compliance with Law. The "Compliance with Law", Paragraph 8 of the Original Agreement is hereby modified to include the following two additional new sub-sections:
 - g. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

 - h. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

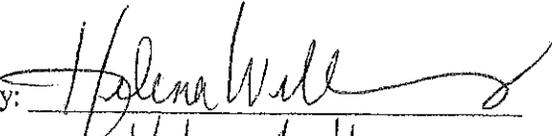
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties herein.

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

LiRo GIS AND SURVEY P.C.

Name: 
Luis M. Tormenta, PE
Title: Chief Executive Officer
Date: 11/2/18

NASSAU COUNTY

By: 
Name: Helena Williams
Title: Deputy County Executive
Date: 4-2-19

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of Nov. in the year 2018 before me personally came Luis Tormenta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the CEO of Libo GIS & Survey P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

DENISE L. MUXO
NOTARY PUBLIC, State of New York
No. 01MU8051939
Qualified in Suffolk County
Commission Expires December 11, 2018

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

On the 2 day of April in the year 2019 before me personally came Helena Williams 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


LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01V16190782
COMM. EXP. 08/04/2018 20
COMMISSIONED IN NASS COUNTY



E-66-20

NIFS ID:CQPW2000001 Department: Public Works

Capital:

SERVICE: FED AID-T62000-06E PIN 0760.60 TMC Personnel Phase III

Contract ID #:CQPW2000001

NIFS Entry Date: 13-JAN-20

Term: from 01-JAN-20 to 31-DEC-22

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: Greenman Pedersen, Inc	Vendor ID#: [REDACTED]
Address: 325 West Main Street Babylon, NY 11702	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Jeff Lindgren
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-6998

Routing Slip

Department	NIFS Entry: X	15-JAN-20 -- EKOBEL
Department	NIFS Approval: X	15-JAN-20 -- RDALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	17-JAN-20 -- CNOLAN
OMB	NIFS Approval: X	15-JAN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	15-JAN-20 -- AAMATO
County Atty.	Approval to Form: X	16-JAN-20 -- NSARANDIS
CPO	Approval: X	02-APR-20 -- KOHAGENCE

DCEC	Approval: X	03-APR-20 -- JCHIARA
Dep. CE	Approval: X	03-APR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	21-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: This agreement will provide operations personnel for the 24/7 operation of the County's Traffic Management Center in Westbury. The vendor shall provide four full time personnel dedicated to the Center, including three TMC operators and one supervisor. They will be tasked with monitoring traffic incident management cameras, traffic speed maps, and traffic signal status displays. They are also tasked with providing inter-agency coordination of planned or unplanned traffic related incidents and vehicle congestion by providing information for roadside electronic message signs, among other responsibilities. FEDERAL AID job PIN 0760.60.</p>
<p>Method of Procurement: A Request For Proposals (RFP) was advertised in Newsday on 4/5/19, 4/12/19, 4/19/19 & 4/26/19. It was also advertised in New York State Contract Reporter and Nassau County's eProcure from 4/5/19 through 5/3/19.</p>
<p>Procurement History: Two firms submitted proposals. Both proposals were reviewed and ranked by a Public Works review committee. Greenman Pedersen was determined to be the best value to the County.</p>
<p>Description of General Provisions: This is a personal services agreement to provide personnel for the day-to-day operation of the County's Traffic Management Center in Westbury.</p>
<p>Impact on Funding / Price Analysis: The costs associated with this contract have been budgeted in the Public Works Operating Fund. The maximum amount is \$3,515,682.00. The entire 3 year contract is 80% reimbursable with Federal Funding resulting in a \$703,136.40 expense to the County.</p>
<p>Change in Contract from Prior Procurement: NA</p>
<p>Recommendation: (approve as submitted) Approve as Submitted</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	PWGEN0154/DE55	\$ 901,457.00
Control:	01	Contract:			4	\$ 0.00
Resp:	0154	County	\$ 901,457.00			\$ 0.00
Object:	DE554	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 901,457.00		TOTAL	\$ 901,457.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GREENMAN-PEDERSON, INC.

WHEREAS, the County has negotiated a personal services agreement with Greenman-Pederson, Inc. in connection with Traffic Management Center Operations for the TMC Facility, 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 Greenman-Pederson, Inc.



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

1. **Vendor:** Greenman Pedersen, Inc

2. **Dollar amount requiring NIFA approval:** \$3515682

Amount to be encumbered: \$901457

This is a New

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: 3 years**

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	Federal % 80
Capital Improvement Fund (CAP)		State % 0
Other		County % 20

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:**

This agreement will provide operations personnel for the 24/7 operation of the County's Traffic Management Center in Westbury.

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 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.

CNOLAN

17-JAN-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Greenman-Pedersen, Inc

CONTRACTOR ADDRESS: 325 West Main Street, Babylon, NY 11702

FEDERAL TAX ID #: 11-2537074

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 April 5, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 3, 2019 [date]. Two [state #] proposals were received and evaluated. The evaluation committee consisted of: Harold Lutz, Director of Traffic Engineering, Chris Paggi, Deputy Director of Traffic Engineering, Mike Hagan, Traffic Engineer III, Jeff Lindgren, Traffic Engineer II

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

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

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

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

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

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

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

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

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

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

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

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

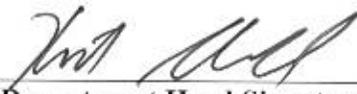
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

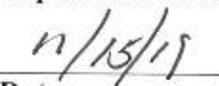
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

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



Department Head Signature



Date

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



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?

YES NO If yes, to what campaign committee?

Curran for Nassau, Friends of Laura Curran and Friends of Ed Mangano.

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.

Electronically signed and certified at the date and time indicated by:
M. Denise Carter, PE [DCARTER@GPINET.COM]

Dated: 10/16/2019 01:07:49 PM

Vendor: Greenman-Pedersen, Inc.

Title: Executive Vice President/Branch Manager



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 the last page 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.

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

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

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

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
M. Denise Carter, PE [DCARTER@GPINET.COM]

Dated: 10/16/2019 01:08:52 PM

Vendor: Greenman-Pedersen, Inc.

Title: Executive Vice President/Branch Manager

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: Christer Ericsson, PE
Date of birth: [REDACTED]
[REDACTED]
[REDACTED]
Business Address: 325 Main Street
City: Babylon State/Province/Terr.: NY Zip/Postal: 11702 Country: US
Telephone: (631) 587-5060
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
Telephone: _____
List of other addresses and telephone numbers attached

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

President	<u>04/13/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>04/13/2018</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/01/2001</u>		
(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 notfor-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.

[Empty box]

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 an explanation of the circumstances and corrective action taken.

[Empty box]

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 an explanation of the circumstances and corrective action taken.

[Empty box]

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 an explanation of the circumstances and corrective action taken.

[Empty box]

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 an explanation of the circumstances and corrective action taken.

[Empty box]

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

[Empty box]

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Christer Ericsson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christer Ericsson , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Greenman-Pedersen, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christer Ericsson, PE [CERICSSON@GPINET.COM]

President/CEO

Title

10/16/2019 10:16:13 AM

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: Michael J. Buoncore, CPA, CDA
Date of birth: [REDACTED]
[REDACTED]
[REDACTED]
Business Address: 325 West Main Street
City: Babylon State/Province/Terr.: NY Zip/Postal: 11702 Country: US
Telephone: (631) 587-5060
Other present address(es): _____
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
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	<u>10/01/1994</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>10/01/1994</u>
Chief Financial Officer	<u>10/01/1994</u>	Partner	_____
Vice President	<u>10/01/1994</u>		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES NO If Yes, provide details.
Within the past three years, Mr. Buoncore has been a principal owner or officer of the following businesses:
Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 and GPI Laboratories, Inc. (FKA Corrosion Control Consultants & Labs, Inc.), 4403 Danker Court S. E., Kentwood, MI 49512.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Michael J. Buoncore , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael J. Buoncore , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Greenman-Pedersen, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael J. Buoncore [MBUONCORE@GPINET.COM]

Chief Financial Officer/Treasurer/Secretary

Title

10/16/2019 09:48:51 AM

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: 10/23/2019

1) Proposer's Legal Name: Greenman-Pedersen, Inc.

2) Address of Place of Business: 325 West Main Street

City: Babylon State: NY Zip Code: 11702

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 065935132

5) Federal I.D. Number: 11-2537074

6) The proposer is a: Corporation (Describe) _____

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

YES NO If yes, please provide details:

Please see attached

2 File(s) Uploaded

8) Does this business control one or more other businesses?

YES NO If yes, please provide details:

Please see attached

2 File(s) Uploaded

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any

other government entity terminated?

YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

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.

(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.

(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.

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.

GPI is fully committed to maintaining a high standard of ethical business conduct and has an established business ethics and conduct policy. Every employee is required to comply with, and sign off on, the GPI policy which includes required reporting/disclosure of any conflicts 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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

10/11/1966

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. stock is owned by Greenman-Pedersen, Inc. Employee Stock Ownership Trust (ESOT). Please see attached letter from our CFO.

No individuals with a financial interest in the company have been attached..

2 File(s) Uploaded

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

4 File(s) Uploaded

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

1532

- vi) Annual revenue of firm;

276495356

- vii) Summary of relevant accomplishments

Please see attached

3 File(s) Uploaded

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

1 File(s) Uploaded

- B. Indicate number of years in business.

53

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

and reliability to perform these services.

GPI has been in business for over 50 years and has consistently been ranked as one of the largest engineering companies on Long Island. We are an ENR Top 100 nationwide firm featuring multi-discipline services to DOT's, Agencies, Authorities and municipalities throughout the eastern US.

- 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	Nassau County Department of Public Works		
Contact Person	Ken Arnold, Commissioner		
Address	1194 Prospect Avenue		
City	Westbury	State	NY
Telephone	(516) 571-9607		
Fax #	(516) 571-9657		
E-Mail Address	karnold@nassaucountyny.gov		

Company	Suffolk County Department of Public Works		
Contact Person	William Hillman, P.E., Chief Engineer of Hwys, Structures & Waterways		
Address	335 Yaphank Avenue		
City	Yaphank	State	NY
Telephone	(631) 852-4002		
Fax #	(631) 852-4150		
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	New York State Department of Transportation, Region 10		
Contact Person	Ken Murphy, PE, Regional Design Engineer		
Address	State Office Building, Room 5A3/5A4 , 250 Veterans Memorial Highway		
City	Hauppauge	State	NY
Telephone	(631) 952-6654		
Fax #	(631) 952-6936		
E-Mail Address	ken.murphy@dot.ny.gov		

I, M. Denise Carter, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, M. Denise Carter, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Greenman-Pedersen, Inc.

Electronically signed and certified at the date and time indicated by:
M. Denise Carter, PE [DCARTER@GPINET.COM]

Executive Vice President / Branch Manager
Title

10/28/2019 03:53:28 PM
Date

Nassau County Business History Form

Question 7:

Does Contractor share office space, staff, equipment or expenses with any other entities? **YES**

FEIN	Firm Name Address	Item(s) Shared		
		Space	Staff	Equipment
45-0535502	GPI Geospatial <i>FKA Aerial Cartographies of America, Inc.</i> 423 South Keller Road, Suite 300 Orlando, FL 32810	X	X	X
32-0363167	GPI Michigan Inc. 4403 Donker Court SE Kentwood, MI 49512	X	X	X
80-0316965	Keller & Kirkpatrick, Inc. 301 Gibraltar Drive, Suite 2A Morris Plains, New Jersey 07950	X	X	X
38-2563749	GPI Laboratories, Inc. <i>FKA Corrosion Control Consultants and Labs, Inc.</i> 4403 Donker Court SE Kentwood, MI 49512	X	X	X
35-2221195	GPI Engineering, Landscape Architecture and Surveying, LLP 325 West Main Street Babylon, New York 11702	X	X	X
59-2405375	Underwater Engineering Services, Inc. 3306 Enterprise Road Fort Pierce, FL 34982	X	X	X
54-1494827	S3E, Inc. 8001 Braddock Road Springfield, VA 22151	X	X	X
02-0452792	MHF Design Consultants, Inc. 44 Stiles Road #1 Salem, NH 03079	X	X	X

Nassau County Business History Form

Question 8:

Does this business control one or more other businesses? YES

Subsidiaries:

FEIN	Firm Name Address	Phone	Fax	Dates From - To
45-0535502	GPI Geospatial <i>FKA Aerial Cartographies of America, Inc.</i> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	407-855-8250	1/1/2018 to Present
32-0363167	GPI Michigan Inc. 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	12/23/2011 to Present
80-0316965	Keller & Kirkpatrick, Inc. 301 Gibraltar Drive, Suite 2A Morris Plains, New Jersey 07950	973-377-8500	973-887-0925	01/01/2009 to Present
38-2563749	GPI Laboratories, Inc. <i>FKA Corrosion Control Consultants and Labs, Inc.</i> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	06/01/2006 to Present
54-1494827	S3E Engineers, Inc. 8001 Braddock Road Springfield, VA 22151	703-978-0100	703-978-6038	08/31/2018 to Present
02-0452792	MHF Design Consultants, Inc. 44 Stiles Road #1 Salem, NH 03079	603-893-0720	603-893-0733	07/1/2019 to Present

January 3, 2019

To Whom It May Concern:

As of October 1, 2006, one hundred percent (100%) of Greenman-Pedersen, Inc. (GPI) stock was owned by the Greenman-Pedersen, Inc. Employee Stock Ownership Trust ("ESOT"), as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders, except for the ESOT (hereinafter called, "the Agreement"). As part of this agreement, GPI redeemed, into Treasury, shares of stock in exchange for 15 year promissory notes with all of the shareholders.

The ESOT, in conjunction with the Greenman-Pedersen, Inc. Employee Stock Ownership Plan ("ESOP"), hereinafter collectively referred to as the "Plan", qualifies as a stock bonus plan under Section 401 (A) and an employee stock ownership plan under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended.

The Plan is currently represented and managed by:

Capital Trustees, LLC

17. S. Second Street, Suite 301

Harrisburg, PA 17101

(717) 919-5172

Richard A. Heeter, Managing Director

The Trustee is responsible for maximizing the benefit of the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the efforts of GPI's employees to sustain the success of the Company. Lastly, Federal regulations require that the Plan's primary investments must be in employer securities (company stock). The Plan is in compliance with all pertinent regulations.

Annual contributions to the Plan are determined by the Company's Board of Directors and may be made in the form of Company stock and/ or cash. The stock portion of the contribution is issued out of Treasury. Simultaneous to this determination, all contributions are allocated to each qualified employee based on two criteria: 1) the employee's years of service compared to total years of service of all eligible employees and, 2) employee's compensation compared to the total compensation of all eligible employees. Any employer securities shown in an employee's account does not infer actual ownership in the Company by that employee, but rather the rights that the employee has, as a beneficiary, to the economic value that those shares represent.

I hope that this brief explanation outlines the nature of the Plan's ownership in GPI.

Very truly yours,

GREENMAN-PEDERSEN, INC.



Michael J. Buoncore

Executive Vice President / CFO

EIN: 11-2537074

Nassau County Business History Form

Question A III iii):

Name, address and position of all officers and directors of the company.

Name	Residence Address Business Address
Christer Ericsson, PE CEO/President	[REDACTED] 21 Daniel Street, 2 nd Floor, Portsmouth, NH 03801
Michael Buoncore, CPA, CDA Chief Financial Officer Secretary and Treasurer	[REDACTED] 325 W. Main Street, Babylon, NY 11702

Greenman-Pedersen, Inc.

List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
1. TMC Operations Personnel Phase 2, Westbury, NY. This project provides full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY on a 24 hour per day, 7 day per week basis.	Nassau County Dept. of Public Works Westbury, NY	\$1,041,144 fee	Est: 2020	Progressing on time/budget
2. Traffic Management Center Operations Personnel, Westbury, NY. This project provided full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$500,177 fee	2016	Yes
3. Variable Message Signs, Phase I, Various Locations, NY. This project provided the design and PS&E plans to construct Variable Message Signs on new sign structures and provide the control and communication equipment to operate the signs locally and remotely from the County Traffic Management Center (TMC) in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$255,319 fee	2018	Yes
4. Assignment of Traffic Engineer, Various Locations, NY. This project involves on-site traffic engineering to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$151,008 fee	Est: 2019	Progressing on time/budget
5. Beacons for Speed Zones, Various Locations, NY. GPI was retained by Nassau County to provide contract drawings to install flashing beacon assemblies and upgrade signs in support of speed limit cameras proposed for 50 school zones.	Nassau County Dept. of Public Works Westbury, NY	\$99,800 fee	2014	Yes
6. Brookhaven Intersection Improvements, Brookhaven, NY. The goal of this project was to prepare problem identification reports (PIR's) following NYS DOT format for several locations within the Town of Brookhaven. All locations exhibited safety and capacity deficiencies. The project included the full range of data collection activities, problem identification and analysis and the development of alternative solutions.	New York State Dept. of Transportation Albany, NY	\$70,000,000	1992	Yes
7. Cold Spring Road Roundabout Study, Town of Oyster Bay, NY. Conducted a traffic study in order to determine the feasibility of recommending a roundabout at an existing unsignalized intersection of Cold Spring Road and Syosset-Woodbury Road in the Town of Oyster Bay.	Nassau County Dept. of Public Works Westbury, NY	\$11,955 fee	2007	Yes
8. CR 3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY. Preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington.	Suffolk County Dept. of Public Works Yaphank, NY	\$17,000,000	2014	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<p>9. CR 3 Pinelawn Road/Wellwood Avenue, from the Vicinity of Conklin Street to the Vicinity of Corporate Center Drive, Towns of Huntington/Babylon, NY. GPI was responsible for the preparation and development of a Design Approval Document (DAD), preliminary and final design plans for CR 3 Pinelawn Road in the vicinity of Ruland Road, Colonial Springs Road from CR 3 to CR 95 and Wellwood Avenue in the vicinity of Conklin Road in the Towns of Huntington and Babylon. Final design documents included pavement reconstruction, pavement overlay, drainage improvements, intersection realignment, and traffic signal design. The project included minor environmental assessment, including a NEPA checklist and ROW, including abstract request maps (ARM's), title searches and ROW plans.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$27,000,000	2018	Yes
<p>10. CR 3 Wellwood Avenue, from Conklin Street to Central Avenue, Town of Babylon, NY. This project involves the preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for approximately one mile of roadway along CR 3 Wellwood Avenue, Conklin Street and Long Island Avenue in the Town of Babylon.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$10,500,000	Est: 2019	Progressing on time/budget
<p>11. CR3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY. Preparation and development of a Design Approval Document (DAD) per the Procedures For Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington.</p>	Suffolk County Dept. of Public Works Yaphank, NY	17,000,000	2014	Yes
<p>12. Diversion Plans for Major INFORM Highways, Various Locations, NY. GPI created diversion plans for the major INFORM highways including the LIE, NSP, and SSP. These plans became a "handbook" of alternate routes to be used during roadway closures and assisted the emergency management personnel so that they could quickly ascertain and relieve the build-up of traffic.</p>	New York State Dept. of Transportation Albany, NY	\$244,056	2017	Yes
<p>13. Elmont Traffic Safety Study, Elmont, NY. GPI is conducting a traffic safety study within the Hamlet of Elmont due to numerous requests to evaluate safety along both Elmont Road and Dutch Broadway. Engineering recommendations are being developed to calm traffic in the area to provide for a safer pedestrian and vehicular environment, developing mitigation to reduce the frequency and severity of crashes, improve walkability, meet ADA requirements, increase sight distance at intersections, and provide a walkable "Safe Route to School" where applicable.</p>	Nassau County Dept. of Public Works Westbury, NY	\$182,163	Est: 2019	Progressing on time/budget
<p>14. Engineering Services and Feasibility for CR 97, Nicolls Road from I-495 LIE to Daniel Webster Drive, Town of Brookhaven, NY. Performed a transportation study to determine the feasibility and construction cost of capacity improvements on CR 97 between the Long Island Expressway and the main entrance to SUNY Stony Brook (Daniel Webster Drive).</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$75,000,000	2015	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<p>15. Engineering Services in Conjunction with Capacity Improvements on CR 97, Nicolls Road between NY 25A/Patchogue LIRR including 3rd Lane & BRT Options, Stony Brook to Patchogue, NY. This project involves preparing a Design Approval Document and an Environmental Assessment for Bus Rapid Transit (BRT) in the Nicolls Road corridor. This includes preparing preliminary plans for roadway and traffic signal modifications to support a dedicated BRT lane, traffic signal priority, queue jumps, bus rapid transit stations, environmental studies, and a public involvement program.</p> <p>Traffic simulation is being applied to evaluate the effectiveness of various BRT treatments including dedicated bus lanes, TSP, queue jumps, and other capacity improvements.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$2,064,616	Est: 2019	Progressing on time/budget
<p>16. Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY. A two-part project which included conducting a comprehensive study to determine potential traffic operation improvements at the intersection of CR 17, Carleton Avenue/Wheeler Road and CR 67, Motor Parkway and review and modification of SCDPW specifications to comply with the NYSDOT's Procedures for Federally Aided projects.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$345,272	2016	Yes
<p>17. Engineering Services in Conjunction with Traffic Impact Study in the Vicinity of the Ronkonkoma HUB, Town of Brookhaven, NY. Provide a traffic study to investigate how potential development in the Ronkonkoma and Bohemia area would affect CR 93, Ocean Avenue, and other major roadways in the area. Considered developments include the Ronkonkoma HHB, Long Island Rail Road Double Track and MacArthur Airport.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$85,243	Est: 2019	Progressing on time/budget
<p>18. Expanded Project Proposal (EPP) for CR 3 Pinelawn Road, Melville, NY. Expanded Project Proposal EPP and preliminary design for the widening and rehabilitation of CR 3 between Ruland Road and the Long Island Expressway. Included evaluation of at-grade and grade-separated alternatives at the intersection with Ruland Road.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$15,000,000	2006	Yes
<p>19. INFORM Long Island ITS System On-Call (2015), Various Locations, NY. GPI will be providing ITS services on an on-call basis.</p>	New York State Dept. of Transportation Albany, NY	\$1,118,382 fee	Est: 2019	Progressing on time/budget
<p>20. Long Island Expressway VMS Maintenance and Protection of Traffic, Nassau/Suffolk Counties, NY. Maintenance of traffic plans for the maintenance of Variable Message Signs (VMS) along the LIE.</p>	New York State Dept. of Transportation Albany, NY	\$500,000	2016	Yes
<p>21. Merrick Road Signal System Optimization, Nassau County, NY. GPI performed traffic studies and engineering design to provide traffic signal system cycle, split and offset settings for 52 signals on Merrick Road. The retiming and evaluation of traffic signal progression was completed in conjunction with a rehabilitation of intersection and system requirement.</p>	Nassau County Dept. of Public Works Westbury, NY	\$51,500 fee	1990	Yes
<p>22. Nassau County Conversion to NYSDOT Items, Various Locations, NY. GPI reviewed existing Nassau County traffic signal specifications to identify available New York State Dept. of Transportation (NYSDOT) specifications that could be used as direct replacements.</p>	Nassau County Dept. of Public Works Westbury, NY	\$39,500 fee	2011	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
23. Nassau County Incident Management System, Phase 4, Nassau County, NY. Nassau County with GPI embarked on further developing their ITS infrastructure along various Nassau County corridors by adding CCTV coverage at approximately 30 sites with this project design. By utilizing County-owned network communication infrastructure that was being used for the traffic signal system, Nassau County implemented this project quickly and cost effectively providing a large benefit for a small capital investment.	Nassau County Dept. of Public Works Westbury, NY	\$125,196 fee	2012	Yes
24. Nassau County Mineola Parking Study, Mineola, NY. GPI studied the existing parking supply and demand to mitigate existing/future parking deficiencies for the Nassau County municipal parking fields in Mineola.	Nassau County Dept. of Public Works Westbury, NY	\$95,428 fee	2010	Yes
25. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$0	2012	Yes
26. Nassau County On-Call Traffic Engineering, Various Locations, NY. Projects under this on-call project involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$2,000,000	2016	Yes
27. Nassau County On-Call Traffic Engineering, Nassau County, NY. GPI developed plans, specifications and estimates for the modification and reconstruction of traffic signals that are owned by Nassau County. The following tasks were required to complete this effort: field review and evaluation of existing signal equipment; development of digital base files; providing recommendations for safety and operational improvements; and development of final contract plans.	Nassau County Dept. of Public Works Westbury, NY	\$0	2010	Yes
28. Nassau County On-Call Traffic Engineering 2016, Various Locations, NY. GPI is providing traffic engineering services to NCDPW on an on-call basis.	Nassau County Dept. of Public Works Westbury, NY	\$479,754 fee	Est: 2019	Progressing on time/budget
29. Nassau County Paving Marking Inspection, Nassau County, NY. GPI was the prime consultant overseeing traffic signal inspection operations.	Nassau County Dept. of Public Works Westbury, NY	\$9,874 fee	2008	Yes
30. Nassau County Red Light Camera, Various Locations, NY. The use of red light cameras has been documented as a means of improving the safety of signalized intersections. GPI is serving as the engineer of record for a design-build team installing red light cameras at 12 intersections in the County.	Nassau County Dept. of Public Works Westbury, NY	\$91,417 fee	Est: 2020	Progressing on time/budget
31. Nassau County Red Light Violation Camera System, Phase II, Nassau County, NY. This project involved the installation of red light camera equipment at 20 County and State intersections.	Nassau County Dept. of Public Works Westbury, NY	\$54,500 fee	2014	Yes
32. Nassau County Signal Energy Grant, Nassau County, NY. Evaluated and made recommendations for timing adjustments to 170 signals in Nassau County with regard to lane geometry at intersection and developed detailed report.	Nassau County Dept. of Public Works Westbury, NY	\$85,000 fee	1994	Yes
33. Nassau County Signal Improvements, Mineola, NY. Provided traffic engineering services in connection with traffic signal upgrades and in particular, pedestrian safety improvements.	Nassau County Dept. of Public Works Westbury, NY	\$36,000 fee	2002	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
34. Nassau County Signal Management Development, Nassau County, NY. GPI developed plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$31,440 fee	2007	Yes
35. Nassau County Signal Rebuild, Nassau County, NY. Design services to upgrade ten traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$46,041 fee	1999	Yes
36. Nassau County Signal Survey Warrant Assessment, Various Locations, NY. GPI modified the existing decades-old Nassau County Traffic Signal Survey and Warrant Report to comply with the new 2010 MUTCD guidelines. This involved a detailed flow chart to assist County employees in efficiently evaluating citizen's requests but still complied with the current MUTCD requirements. Additionally, 60 intersections were evaluated for various signal/turn signal assessments.	Nassau County Dept. of Public Works Westbury, NY	\$99,766 fee	2012	Yes
37. Nassau County Traffic Calming - Post Avenue, Westbury, NY. GPI performed a traffic calming study along Post Avenue in the Village of Westbury to identify appropriate traffic calming measures and safety measures that could be applied along the corridor.	Nassau County Dept. of Public Works Westbury, NY	\$39,900 fee	2007	Yes
38. Nassau County Traffic Design Engineer, Nassau County, NY. GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$82,212 fee	2012	Yes
39. Nassau County Traffic Design Engineer, Various Locations, NY. GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$1,247,744 fee	2016	Yes
40. Nassau County Traffic Sign Inventory and Management System, Nassau County, NY. Development of a computerized traffic sign management system to consolidate sign data information to enhance the inventory, management and maintenance responsibilities of the County.	Nassau County Dept. of Public Works Westbury, NY	\$550,000 Fee-combined	2003	Yes
41. Nassau County Traffic Signal Design Group 2, Westbury, NY. GPI developed plans, specifications and estimates for the reconstruction of County owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$57,200 fee	2008	Yes
42. Nassau County Traffic Signal Expansion, Phase 7, Nassau County, NY. GPI developed plans, specifications and estimates for the reconstruction of 44 County-owned traffic signals and for the installation of 16.5 miles of fiber optic interconnect cable and conduit.	Nassau County Dept. of Public Works Westbury, NY	\$409,360 fee	2013	Yes
43. Nassau County Traffic Signal Inspection, Various Locations, NY. GPI oversaw traffic signal inspection operations.	Nassau County Dept. of Public Works Westbury, NY	\$270,610 fee	2007	Yes
44. Nassau County Traffic Signal Inspection 1, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$174,392 fee	2010	Yes
45. Nassau County Traffic Signal Inspection Line 14, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$66,044 fee	2012	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
46. Nassau County Traffic Signal Inspection Line 6, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$181,438 fee	2012	Yes
47. Nassau County Traffic Signal Installations, Various Locations, NY. This project involved the development of traffic signal reconstruction plans for seven signals on County roadways.	Nassau County Dept. of Public Works Westbury, NY	\$36,500 fee	2011	Yes
48. Nassau County Traffic Signal Timing Progression, Mineola, NY. GPI provided design services for Nassau County to improve their traffic signal timing, and therefore, maximize the use of available roadway capacity. This project created optimum traffic flow patterns thereby reducing vehicle delay, vehicle stops, fuel consumption, and vehicle emissions.	Nassau County Dept. of Public Works Westbury, NY	\$72,454 fee	2006	Yes
49. New York State TOPICS Program, Various Locations, NY. Performed traffic studies and developed design plans for various areas throughout Long Island and upstate New York.	New York State Dept. of Transportation Albany, NY	\$1,900,000	1988	Yes
50. NY 101 at Middle Neck Road, Safety Study Assignment #01, Roslyn, NY. This project involves studying alternatives (including a roundabout option) to improve traffic operations and safety at the NY 101 and Middle Neck Road signalized intersection including improvements to the existing driveways for St. Francis Hospital which is located at this intersection.	New York State Dept. of Transportation Albany, NY	\$67,773 fee	Est: 2020	Yes
51. NYSDOT Traffic Signal Requirements Contracts XXVII & XXVIII, Nassau and Suffolk Counties, NY. GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications. This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$394,172 fee	2013	Yes
52. Old Country Road CCTV Incident Management, Mineola, NY. GPI designed a new CCTV traffic incident management system to maximize the efficiency of traffic flow along Old Country Road. The installation of this closed-circuit camera system, which consisted of approximately 15 camera sites, allows County staff to quickly identify impediments to traffic flow, and be able to quickly remove the impediment and make any necessary adjustments to signal timing to account for the incident.	Nassau County Dept. of Public Works Westbury, NY	\$159,177 fee	2006	Yes
53. Old Country Road Signal Head Replacement, Phase 1, Various Locations, NY. This project provided the design and PS&E plans to construct and upgrade signalized intersections, overhaul outdated equipment, install new fiber optic communication interconnect, and install upgraded displays on the Old Country Road corridor for improved safety and efficiency through the use of new technology.	Nassau County Dept. of Public Works Westbury, NY	\$193,652 fee	2014	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<p>54. Old Country Road Signal Optimization, Nassau County, NY. GPI performed traffic studies and engineering design to optimize the intersection timing and the traffic progression along the entire length of Old Country Road in Nassau County. The signal system included 70 signalized intersections; three of the intersections intersect with other arterials and operate as master controllers for grid systems.</p>	Nassau County Dept. of Public Works Westbury, NY	\$48,500 fee	1989	Yes
<p>55. On-Site Traffic Signal Inspectors, Various Locations, NY. GPI provided on-site signal inspectors to oversee county contractors in the installation, modification, and repair of traffic signals throughout the county.</p>	Nassau County Dept. of Public Works Westbury, NY	\$100,000 fee	2016	Yes
<p>56. Oyster Bay TOPICS Program - Traffic Studies & Design, Nassau County, NY. Traffic studies and development of design plans for a 2.2 mile segment of Route 106/107. The roadway included approximately 20 signalized intersections and interchanges with the Long Island Expressway and Northern State Parkways.</p>	New York State Dept. of Transportation Albany, NY	\$450,000 fee	1984	Yes
<p>57. Reconstruction of CR 3 (Wellwood Avenue) Bridge over Southern State Parkway - Design Report, Babylon, NY. This project involved the reconstruction and widening of CR 3, Wellwood Avenue Bridge over the Southern State Parkway. Decision provided an acceptable level of service while improving traffic safety and structural integrity. Efforts included development of potential geometric improvement alternatives that addressed capacity, safety and substandard feature deficiencies. All studies and analyses were documented within a formal NYSDOT EPP report that was converted into a NEPA CASE II Final Design Report/Categorical Exclusion.</p>	Suffolk County Dept. of Public Works Yaphank, NY	\$5,000,000	2002	Yes
<p>58. Region 10 PSAP Assignment #01, Long Island, NY. NYSDOT Region 10 has determined that eight locations with uncontrolled crosswalks require signalization to improve pedestrian safety. At six of the locations, three color traffic signals will be installed. Rectangular Rapid Flash Beacon's will be installed at the other two locations. GPI will prepare final designs for construction of these improvements under a signal requirements contract.</p>	New York State Dept. of Transportation Albany, NY	\$144,633 fee	Est: 2022	Progressing on time/budget
<p>59. Region 10 PSAP Assignment #03, Town of Southampton, NY. As part of the Pedestrian Safety Action Plan (PSAP), GPI will prepare pedestrian safety improvements at six locations in the Hamlet of Bridgehampton. This includes providing the design and final plans to reconstruct two existing traffic signals and installation of new crosswalks, pedestrian signals, and ped buttons.</p>	New York State Dept. of Transportation Albany, NY	\$55,368 fee	Est: 2022	Progressing on time/budget
<p>60. Region 10 PSAP Assignment #04, Various Locations, NY. As part of the Pedestrian Safety Action Plan (PSAP), GPI will prepare final designs for construction at two locations in Suffolk County and analyze the existing and proposed traffic signal operating along NY 24, a single stage and two stage crossing to improve pedestrian safety in NYSDOT Region 10 (Nassau and Suffolk Counties).</p>	New York State Dept. of Transportation Albany, NY	\$66,635 fee	Est: 2019	Progressing on time/budget

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
61. NY 110 Safety Improvements, Towns of Babylon and Huntington, NY. This project provided upgraded pedestrian facilities that focused on pedestrian safety on NY 110 between NY 27A (Town of Babylon) and Youngs Hill Road (Town of Huntington), including realignment of existing left turn lanes to improve sight distance; installation of new/rebuilding of existing traffic signals; installation of new crosswalks at existing signalized intersections; reconstruction of intersections to provide additional opportunities to cross safely; installation of pedestrian refuge islands at locations where pedestrians could be stranded in the middle of the road; and installation of Rectangular Rapid Flash Beacons at crosswalks to enhance safety.	New York State Dept. of Transportation Albany, NY	\$174,776	2018	Yes
62. Retiming Phase 2 (454, 107 & 231), Various Locations, NY. Prepared Synchro optimization files for various corridors.	New York State Dept. of Transportation Albany, NY	\$27,776 fee	2015	Yes
63. Rockaway Avenue Traffic Calming, Garden City, NY. This project involves conducting a traffic calming study to improve pedestrian safety and recommending measures to reduce speeding within the vicinity of the local high school.	Nassau County Dept. of Public Works Westbury, NY	\$46,584 fee	Est: 2019	Progressing on time/budget
64. Roslyn Inspection - Safety Requirements, Nassau & Suffolk Counties, NY. Construction inspection services for various projects throughout NYSDOT Region 10. Assignments include, but not limited to, bridge rehabilitation, bridge replacement, bridge cleaning, bridge painting, highway reconstruction, highway resurfacing, intersection improvements, traffic signal system installation, guiderail installation, pavement markings and drainage.	New York State Dept. of Transportation Albany, NY	\$1,480,000 fee	2001	Yes
65. Route 25 at CR 97 (Nicolls Road) Intersection EPP, Selden, NY. This project involved the development and evaluation of six alternatives to improve capacity and safety at this congested intersection. The project involved various traffic studies and preparation of several design alternatives, accident analysis, capacity analysis of signalized intersections, travel time and delay studies, preliminary design and roadway alignment, preparation of EPP reports and comparison of alternatives.	New York State Dept. of Transportation Albany, NY	\$16,000,000	1995	Yes
66. Route 25 Timing INFORM, Various Locations, NY. Performed traffic signal timing optimization utilizing SYNCHRO along the Route 25 corridor in Nassau and Suffolk Counties.	New York State Dept. of Transportation Albany, NY	\$66,650 fee	2015	Yes
67. Rt. 25 at Roxbury, Westbury, NY. Prepared PS&E traffic signal design plans for INFORM signal.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2015	Yes
68. Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY. Evaluated five intersections with existing safety and operational concerns and developed various conceptual alternatives to improve these locations. Tasks included review of traffic data and growth forecasts for use in capacity and signal warrant analyses.	Suffolk County Dept. of Public Works Yaphank, NY	\$24,999 fee	2015	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
69. Signal Head Replacement, Nassau County, NY. Signal head replacement plans involving inventory of 100 intersections and 800 traffic signal heads in the south shore communities of Long Beach, Atlantic Beach, Lido Beach and Point Lookout. Field visits and inspection of signal heads resulted in replacement recommendations for all severely eroded signal heads and due to the ocean front environment of each location	Nassau County Dept. of Public Works Westbury, NY	\$77,814 fee	1994	Yes
70. Southern State Parkway INFORM VMS, Nassau County, NY. Designed a VMS sign structure over the Eastbound Southern State Parkway near Hempstead Avenue.	New York State Dept. of Transportation Albany, NY	\$34,895 fee	2014	Yes
71. Suffolk County Closed Loop Signal Project (Design Authorization 2), Various Locations, NY. Expansion of the installation of microcomputer signal controllers on Suffolk County arterials. Interconnect infrastructure to be installed to provide central surveillance and control capabilities from the County's control center in Yaphank via an outsourced cable link.	Suffolk County Dept. of Public Works Yaphank, NY	\$908,587 fee	2017	Yes
72. Suffolk County Closed Loop Signal Project (Design Authorization 3), Various Locations, NY. This project will install new microcomputer controllers, cabinets, communications equipment on County roads and shall connect all required signals to a closed loop signal system operated out of the County's Traffic Engineering office in Yaphank. This project will implement central communications and control at 130 intersections on 18 Suffolk County arterials.	Suffolk County Dept. of Public Works Yaphank, NY	\$1,310,038 fee	Est: 2019	Progressing on time/budget
73. Suffolk County Closed Loop Signal Project Construction Inspection, Phases 2 through 9, Yaphank, NY. Development of a closed loop signal system to control all Suffolk County traffic signals.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,367,478	2017	Yes
74. Superstorm Sandy Emergency Services, Nassau County, NY. GPI provided assistance in the debris removal effort by auditing the volume of material hauled and providing expertise in tree assessments. In addition, GPI supported the FHWA and FEMA reimbursement efforts for emergency and permanent repair to the County's extensive signal system that was damaged. The Signal Management System developed by GPI was utilized to track and manage the electrical contractor's work orders and records. All information was linked in the system via GIS mapping to identify FAUS roadway identification and preparation of the DDIR reimbursement forms of the approximately 300 locations damaged.	Nassau County Dept. of Public Works Westbury, NY	\$280,000 fee	2015	Yes
75. Temporary Traffic Control TTC Training, Yaphank, NY. GPI provided Temporary Traffic Control (TTC) training to Suffolk County engineering and management staff using the 2003 Edition of the USDOT FHWA MUTCD.	Suffolk County Dept. of Public Works Yaphank, NY	\$2,699 fee	2005	Yes
76. Term Agreement for Pedestrian Safety Action Plan (PSAP), NYSDOT Regions 8 and 10, Various Locations, NY. This project involves planning, design, engineering, and data collection functions in support of statewide Pedestrian Safety initiatives. Also included will be miscellaneous safety studies and support for statewide program development.	New York State Dept. of Transportation Albany, NY	\$894,336 fee	Est: 2022	Progressing on time/budget

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
77. Traffic Computer System Expansion/Update, Nassau County, NY. GPI provided personnel to assist the County to replace an existing central computer system with improved hardware, software, larger capacity, and more user friendly to facilitate system operation.	Nassau County Dept. of Public Works Westbury, NY	\$255,000 fee	1995	Yes
78. Traffic Counting Services, Hewlett, NY. GPI was retained to perform traffic counting services at a specific location for the Nassau County DPW.	Nassau County Dept. of Public Works Westbury, NY	\$4,460 fee	2004	Yes
79. Traffic Data Collection and Highway Safety Studies, Various Routes, Various Towns, Nassau and Suffolk Counties, NY. This project involved supplementing NYSDOT staff to collect and analyze traffic data at high-accident locations to respond to constituent requests for new or modified traffic control devices. In addition, detailed crash analyses were conducted at high-accident locations to identify crash patterns in accordance with NYSDOT's Highway Safety Investigation Procedure Manual.	New York State Dept. of Transportation Albany, NY	\$25,250 fee	2018	Yes
80. Traffic Signal Design, Various Locations, NY. GPI will redesign and rebuild existing NYSDOT INFORM signalized intersections conforming to the latest NYSDOT standards and specifications and include new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$137,675 fee	Est: 2019	Progressing on time/budget
81. Traffic Signal Design for Route 105 at Newbridge Road, Bellmore, NY. GPI provided traffic signal design services for Route 105 at Newbridge Road in Bellmore, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,100 fee	2007	Yes
82. Traffic Signal Design for Route 106 and Elmira Street, Hicksville, NY. GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 106 and Elmira Street for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2005	Yes
83. Traffic Signal Design for Route 107 and Stewart Avenue, Hicksville, NY. GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 107 and Stewart Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes

Greenman-Pedersen, Inc.
List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
84. Traffic Signal Design for Route 107 at Courtney Lane, Hicksville, NY. GPI provided traffic signal design services for Route 107 at Courtney Lane in Hicksville, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,100 fee	2007	Yes
85. Traffic Signal Design for Route 107 at John Street, Hicksville, NY. GPI provided professional traffic signal design services for Route 107 at John Street in Hicksville, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$10,995 fee	2006	Yes
86. Traffic Signal Design for Route 110 and Great Neck Road, Farmingdale, NY. GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 110 and Great Neck Road for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,000 fee	2005	Yes
87. Traffic Signal Design for Route 110 at Green Avenue Union Avenue, Amityville, NY. GPI provided traffic signal design services for Route 110 at Green Avenue/Union Avenue in Amityville, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$2,410 fee	2007	Yes
88. Traffic Signal Design for Route 110 at Melville Road Milbar Boulevard, Farmingdale, NY. Provided traffic signal design services for Route 110 at Melville Road/Milbar Boulevard in Farmingdale, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,300 fee	2007	Yes
89. Traffic Signal Design for Route 110 at Ritter Avenue, Amityville, NY. GPI provided traffic signal design services for Route 110 at Ritter Avenue for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,924 fee	2006	Yes

Greenman-Pedersen, Inc.
List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<p>90. Traffic Signal Design for Route 110 at Smith St. Melville Rd. and Big H Shopping Center, Melville, NY. GPI provided traffic signal design services for Route 110 at Smith Street, Melville Road, and at the Big H Shopping Center in Melville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.</p>	New York State Dept. of Transportation Albany, NY	\$7,100 fee	2007	Yes
<p>91. Traffic Signal Design for Route 110 at Smith Street, Farmingdale, NY. Provided traffic signal design services for Route 110 at Smith Street in Farmingdale, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.</p>	New York State Dept. of Transportation Hauppauge, NY	\$10,300 fee	2007	Yes
<p>92. Traffic Signal Design for Route 111 at Hillside Village Shopping Center, Smithtown, NY. GPI provided traffic signal design services for Route 111 at Hillside Village Shopping Center in Smithtown, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.</p>	New York State Dept. of Transportation Albany, NY	\$9,100 fee	2007	Yes
<p>93. Traffic Signal Design for Route 112 at CR80 Montauk Highway, Patchogue, NY. GPI provided traffic signal design review services for Route 112 at CR80 (Montauk Highway) in Patchogue, NY, under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.</p>	New York State Dept. of Transportation Hauppauge, NY	\$2,410 fee	2007	Yes
<p>94. Traffic Signal Design for Route 231 and Long Island Avenue South, Deer Park, NY. GPI provided professional traffic signal design services for Route 231 at Long Island Avenue South for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.</p>	New York State Dept. of Transportation Albany, NY	\$10,200 fee	2006	Yes
<p>95. Traffic Signal Design for Route 231 at BOCES, Deer Park, NY. GPI provided professional traffic signal design services for Route 231 at BOCES in Deer Park, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.</p>	Client: New York State Dept. of Transportation Albany, NY	\$9,925 fee	2006	Yes

Greenman-Pedersen, Inc.
List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
96. Traffic Signal Design for Route 231 at Long Island Avenue Acorn Street, Deer Park, NY. GPI provided professional traffic signal design services at Route 231 and Long Island Avenue/Acorn Street for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$10,200 fee	2006	Yes
97. Traffic Signal Design for Route 25 at Little Neck Parkway, Floral Park, NY. Preparation of plans, specifications and estimates for the reconstruction of an existing traffic signal installation including development of a modified signal operation sequence.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2009	Yes
98. Traffic Signal Design for Route 25A and Clinton Avenue, Huntington, NY. The joint venture team of GPI and FST provided professional traffic signal design services for NYSDOT Region 10 at Route 25A and Clinton Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$8,600 Fee	2006	Yes
99. Traffic Signal Design for Route 25A and Wall Street, Huntington, NY. GPI provided traffic signal design services for Route 25A and Wall Street for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,550 fee	2006	Yes
100. Traffic Signal Design for Route 25A at Community Drive, Manhasset, NY. GPI provided professional traffic signal design services for Route 25A at Community Drive in Manhasset, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$10,695 fee	2006	Yes
101. Traffic Signal Design for Route 25A at Little Neck Road, Centerport, NY. GPI provided traffic signal design services for Route 25A at Little Neck Road in Centerport, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,890 fee	2006	Yes
102. Traffic Signal Design for Route 25A at N. Country Road, Port Jefferson, NY. GPI provided traffic signal design services for Route 25A at N. Country Road for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,925 fee	2006	Yes

Greenman-Pedersen, Inc.
List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
103. Traffic Signal Design for Route 25A at Prime Street Spring Street, Huntington, NY. GPI provided professional traffic signal design services for Route 25A at Prime Street/Spring Street in Huntington, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$1,302 fee	2006	Yes
104. Traffic Signal Design for Route 25A at Route 107, Brookville, NY. GPI provided traffic signal design services for Route 25A at Route 107 in Brookville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,800 fee	2007	Yes
105. Traffic Signal Design for Route 25A Northern Boulevard, Roslyn, NY. Preparation of plans, specifications and estimates for the reconstruction of an existing traffic signal installation including development of a modified signal operation sequence.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2009	Yes
106. Traffic Signal Design for Route 27 and Route 107, Massapequa, NY. The joint venture team of GPI and FST provided professional traffic signal design services for NYSDOT Region 10 at Route 27 & Route 107 for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$8,600 Fee	2006	Yes
107. Traffic Signal Design for Route 27 at Atlantic Avenue, Lynbrook, NY. GPI provided traffic signal design services for Route 27 at Atlantic Avenue in Lynbrook, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$9,890 fee	2006	Yes
108. Traffic Signal Design for Route 27 at County Line Road, Massapequa, NY. Provided traffic signal design services for Route 27 at County Line Road in Massapequa, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,300 fee	2007	Yes

Greenman-Pedersen, Inc.
List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
109. Traffic Signal Design for Route 27 NSR and Saxon Avenue, Bay Shore, NY. GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 27 NSR and Saxon Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
110. Traffic Signal Design for Route 27 Safety Improvement, Massapequa, NY. GPI provided professional traffic signal design services for the NYSDOT Region 10 Route 27 safety improvement project in Massapequa, NY. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$45,500 fee	2005	Yes
111. Traffic Signal Design for Route 27 SSR and Saxon Avenue, Bay Shore, NY. GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 27 SSR and Saxon Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
112. Traffic Signal Design for Route 347 at BJ's, Terryville, NY. GPI provided traffic signal design services for Route 347 at BJ's driveway in Terryville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,100 fee	2007	Yes
113. Traffic Signal Design for Route 454 and Suffolk Avenue, Central Islip, NY. GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 454 and Suffolk Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
114. Traffic Signal Design on Route 25 at Jamesport Avenue, Jamesport, NY. Provided traffic signal design services for Route 25 at Jamesport Avenue in Jamesport, under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$8,700 fee	2008	Yes

Greenman-Pedersen, Inc.
List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
115. Traffic Signal Design Requirements, Various Locations, NY. GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$755,716 fee	2009	Yes
116. Traffic Signal Replacement, Old Country Road, Phases 1 & 2, Nassau County, NY. GPI will support the project by providing a senior traffic signal inspector for Phases 1 & 2 of the Old Country Road Signal Upgrade project.	Nassau County Dept. of Public Works Westbury, NY	\$544,824 fee	Est: 2019	Progressing on time/budget
117. Traffic Signal Timing and Arterial Optimization, Nassau County, NY. This project involves data collection, traffic analysis, signal system report submittal, field application, development of electronic records and traffic signal operation studies.	New York State Dept. of Transportation Albany, NY	\$1,055,005 fee	Est: 2021	Progressing on time/budget
118. Traffic Signal Timing and Arterial Optimization, Suffolk County, NY. This project assisted NYSDOT improve their traffic signal timing by developing timing plans along various corridors by improving control of 160+ signalized intersections. This project improved the service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$2,026,857 fee	2009	Yes
119. Traffic Synchronization Study, Mineola, NY. The purpose of this project was to examine the signal progression on five Nassau County arterial roadways in Freeport, Baldwin, Rockville Centre and Roosevelt, to determine traffic signal timings that will provide the most efficient progressions for the particular time of day. The prime objectives of attaining this goal were to improve traffic flow, reduce travel time, increase fuel savings, reduce vehicle stop time and reduce air pollution impacts by improving the signal progression.	Nassau County Dept. of Public Works Westbury, NY	\$170,000	1991	Yes
120. Traffic Timing & Arterial Optimization, Various Locations, NY. GPI developed timing plans along various corridors using Synchro software to improve control of 400+ signalized intersections. This project provided improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$692,182 fee	2016	Yes
121. Trail Crossing Design (Woodbury Road), Woodbury, NY. This project involves improving the safety of the existing Nassau-Suffolk Greenbelt Trail Crossing of Woodbury Road. The proposed improvement includes installing a marked crosswalk controlled by a HAWK beacon (High-Intensity Activated crossWalk beacon) also known as a Pedestrian Hybrid Beacon (PHB). This will be the first HAWK installation by NCDPW.	Nassau County Dept. of Public Works Westbury, NY	\$200,000	Est: 2019	Progressing on time/budget

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

**GREENMAN-PEDERSEN INC
325 WEST MAIN STREET
ATTN MICHELE BOBICH
BABYLON, NY 11702-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014951

COUNTY OF NASSAU

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

1. Name of the Entity: Greenman-Pedersen, Inc

Address: 325 West Main Street

City: Babylon State: NY Zip Code: 11702

2. Entity's Vendor Identification Number: 11-2537074

3. Type of Business: Closely Held Corp (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):

2 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc. Employee Stock Trust Fund (ESOT).

No shareholders, members, or partners have been attached to this form.

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.

No affiliated or subsidiary company will be taking part in the performance of this contract.

2 File(s) uploaded

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.

Are there lobbyists involved in this matter?

YES NO

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:

M. Denise Carter, PE [DCARTER@GPINET.COM]

Dated: 10/16/2019 01:09:50 PM

Title: Executive Vice President/Branch Manager

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

Nassau County Consultant's, Contractor's and Vendor's Disclosure Form

Question 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).

Name	Residence Address Business Address
Christer Ericsson, PE CEO/President	[REDACTED] 21 Daniel Street, 2 nd Floor, Portsmouth, NH 03801
Michael Buoncore, CPA, CDA Chief Financial Officer Secretary and Treasurer	[REDACTED] 325 W. Main Street, Babylon, NY 11702

EIN 11-2537074

Nassau County Consultant's, Contractor's and Vendor's Disclosure Form**Question 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.

Subsidiaries:

FEIN	Firm Name Address	Phone	Fax	Dates From - To
45-0535502	GPI Geospatial <i>FKA Aerial Cartographies of America, Inc.</i> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	407-855-8250	1/1/2018 to Present
32-0363167	GPI Michigan Inc. 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	12/23/2011 to Present
80-0316965	Keller & Kirkpatrick, Inc. 301 Gibraltar Drive, Suite 2A Morris Plains, New Jersey 07950	973-377-8500	973-887-0925	01/01/09 to Present
38-2563749	GPI Laboratories, Inc. <i>FKA Corrosion Control Consultants and Labs, Inc.</i> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	06/01/06 to Present
54-1494827	S3E Engineers, Inc. 8001 Braddock Road Springfield, VA 22151	703-978-0100	703-978-6038	08/31/2018 to Present
02-0452792	MHF Design Consultants, Inc. 44 Stiles Road #1 Salem, NH 03079	603-893-0720	603-893-0733	7/1/2019 to Present

Affiliates:

FEIN	Firm Name Address	Phone	Fax	Dates From - To
35-2221195	GPI Engineering, Landscape Architecture and Surveying, LLP 325 West Main Street Babylon, New York 11702	716-989-3330	716-633-4940	7/1/2007 to Present

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, M. Denise Carter, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Greenman-Pedersen, Inc

Vendor's Address: 325 W. Main Street Babylon NY US 11702

Vendor's EIN or TIN: 11-2537074

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
 10/16/2019 01:07:49 PM

Lobbyist Registration and Disclosure Form:
 10/16/2019 01:08:52 PM

Business History Form certified:
 10/28/2019 03:53:28 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
 10/16/2019 01:09:50 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Christer Ericsson, PE [CERICSSON@GPINET.COM]	10/16/2019 10:16:13 AM
Michael J. Buoncore [MBUONCORE@GPINET.COM]	10/16/2019 09:48:51 AM

I, M. Denise Carter, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

M. Denise Carter, PE

Name

Executive Vice President/Branch Manager

Title

Greenman-Pedersen, Inc.

Name of Submitting Entity

12/02/2019 10:31:44 AM

Date

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”) acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) Greenman-Pedersen, Inc. a consultant engineering firm having its principal office at 325 West Main Steet, Babylon, New York 11702 (the “Firm” or the “Contractor”).

W I T N E S S E T H:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

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

1. Term. The term of this Agreement shall commence on January 1, 2020 (the “Commencement Date”) and terminate three (3) years from the Commencement Date (the “Expiration Date”) unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to 1 year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the Traffic Management Center Operations and related Assistance for the Nassau County Department of Public Work’s TMC Facility, shall consist of those specific work divisions related to this project as more particularly described in the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Exhibit “A”.

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, “Extra Services” means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed three million, five hundred fifteen thousand, six hundred eighty-two dollars (\$3,515,682.00).

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens,

claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

6. 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.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by

such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;
 - (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
 - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
 - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
 - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the

Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 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 Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

GREENMAN-PEDERSEN, INC.

By: 

Name: Michael Salatti, P.E.

Title: Senior Vice President

Date: December 19, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

EXHIBIT A Scope of Work

Detailed Scope of Services Traffic Management Center Operations Personnel Phase III Basic Services of the Firm

SCOPE OF SERVICES

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to provide personnel for the day-to-day operation of the Traffic Management Center in Westbury, New York.

1. PERSONNEL

TMC Personnel

The chosen firm shall provide four (4) full time personnel dedicated to the operation of the County's Traffic Management Center. The four (4) full time staff will be identified as follows: One (1) Supervising Operator and (3) TMC Operators. Personnel will be tasked with monitoring traffic incident management cameras, traffic speed maps, and traffic signal status displays utilizing various computer workstations in the TMC. Personnel will also be tasked with answering the phones, providing inter-agency coordination and organization of planned or unplanned traffic related incidents, reacting to roadway incidents and vehicle congestion by providing information to social media and roadside electronic message signs for motorists. During non-peak periods, personnel may be asked to perform other tasks related to the Traffic Management Center. These tasks include, but are not limited to, traffic signal timing modifications, synchro analysis, network maintenance and other administrative tasks such as preparing reports, attending to FOIL requests, updating database information or preparing packages for shipping.

Personnel shall report to the Traffic Management Center on a daily basis and will report to the County's Project Manager.

Personnel must be flexible and willing to work all hours of the day or night, depending their assigned shift. Working hours will follow the Panama Schedule 24/7 Shift Coverage. An example of this schedule can be found in Exhibit C. The 12 hour tour shift changes will occur at 10:00 AM and 10:00 PM daily.

During large storms (hurricanes, nor'easter, etc.) or other emergencies, personnel may be required to remain at the TMC for extended durations, and may be working in teams of two at times to handle additional workload.

In order to ensure that the Traffic Management Center is always occupied, a fifth employee will be identified as an "Alternate". This alternate employee will be trained and available to fill open shifts due to vacations, illness, employee vacancies or any other reason. This alternate employee must be available for work with very little notice. In general, all TMC employees must be flexible and would be asked to maintain availability during non-work hours in the event additional staff is needed at the TMC due to emergencies and illnesses.

Supervising Operator

One full time TMC Operator will be proposed and identified as the "Supervising Operator" and will have additional responsibilities such as; scheduling, training, report generation, attendance at meetings, information organization, time off approval, and will resolve any personnel issues that may arise (see section 2 of this document). The Supervising Operator will serve as point of contact for the firm's staff and will also be involved with procedure and policy decisions.

Operations Manager

The chosen firm shall provide one (1) full time operations manager assigned to the Traffic Management Center. This person will be tasked with reviewing and approving traffic signal timing changes, database management, establishing and updating Traffic Management policies and procedures, assist the Network Engineer with various

administrative tasks, training of current and new employees, overseeing of the Traffic Management webpage, facebook, twitter and other social media sites, public information officer, and anything else the County's project manager may assign.

The Operations Manager shall report to the Traffic Management Center on a daily basis and will report directly to the County's Project Manager. The Operations Manager may be required to perform some field work, attend meetings, or visit other remote Traffic Management facilities.

The Operations Manager will be given workspace and a computer. Work schedule must be flexible, but the normal assigned work schedule will be from 8:00 AM to 5:00 PM (including 1 hour lunch break), Monday through Friday (excluding holidays).

Network Engineer

The chosen firm shall provide one (1) full time network engineer dedicated to the County's Traffic Management Center. This person will be tasked with monitoring network traffic, bandwidth utilization, access, implementing security protocols, firmware upgrades, configuration backups, troubleshooting, IP and VLAN assignments, port and switch configuration, network equipment inventory desktop and laptop assignment and the daily operation of the Traffic Management network.

The Network Engineer shall report to the Traffic Management Center on a daily basis and will report directly to the County's Project Manager. The Network Engineer may be required to perform some field work to check on equipment and/or troubleshoot failing equipment or other network assets in the field.

The Network Engineer will be given access to basic network testing equipment such as cat6 cable testing equipment, and an Optical Time Deflection Reflectometer. Any tools or equipment required should be provided by the firm if not available at the County. The firm should also provide the Network Engineer a NEW laptop appropriate for the position with Verizon 4G access for the duration of the contract. Work schedule must be flexible, but the normal assigned work schedule will be from 8:00 AM to 5:00 PM (including 1 hour lunch break), Monday through Friday (excluding holidays).

For contract staff working exclusively for Nassau County Traffic Management, all proposed wage rate increases for full-time staff assigned to this contract shall be reviewed and approved by the County Project Manager prior to implementation. Operations staff will be paid overtime rate for all time charged on Federal Holidays regardless of total hours worked during the respective pay period.

2. QUALIFICATIONS AND MINIMUM REQUIREMENTS

TMC Operators shall meet or exceed all of the following:

- Associates degree from an accredited college or university and a minimum of (1) one year of satisfactory experience in traffic engineering, traffic signal inspection or computer related work OR Graduation from High School and a minimum of (2) years' experience as an Operator in a comparable sized Traffic Management or Traffic Operations Center.
- Knowledge of computers in a PC Windows based environment including Microsoft Office.
- Knowledge of the use of Synchro and Tru-Traffic Software
- Knowledge of the operation of standard traffic control devices like signs, signals, and pavement markings.
- Basic understanding of the IP based equipment addressing.
- Ability to perform basic network troubleshooting.
- Ability to perform arithmetical computations.
- Ability to understand and follow oral and written instructions.
- Ability to communicate effectively both written and verbal.
- Ability to establish and maintain relationships with associates, municipal officials, and the general public.

Supervising Operator shall meet or exceed all of the following:

- Must have at least three (3) years' experience as an Operator in a comparable sized Traffic Management or Traffic Operations Center.
- All of the requirements listed for "TMC Operator"
- Knowledge in the use of Siemens traffic signal control software.
- Knowledge in the use of Actelis Metta-Assist software.
- Knowledge of Cisco Network Assistant software.
- Ability to interact with and provide direction to subordinates.
- Possess basic personnel and administrative management skills.

Operations Manager shall meet or exceed all of the following:

- Must have at least three (3) years' experience as a Supervising Operator in a comparable sized Traffic Management or Traffic Operations Center.
- All of the requirements listed for "Supervising Operator"
- Ability to convey instruction and provide training in a classroom type environment.
- Knowledge of network architecture.
- Knowledge of traffic signal timing, time space diagrams and signal progressions.
- Ability to interact with and provide direction to subordinates.

Network Engineer shall meet or exceed all of the following:

- BS/BA in Information Systems or Computer Science.
- Must possess Cisco Certification (CCENT and CCNA).
- Knowledge of computers in a PC Windows based environment.
- Knowledge of Microsoft software.
- Knowledge of TCP/IP, SNMP, Multicast Video.
- Knowledge of LAN equipment configuration and command line interface commands.
- Knowledge of LAN/WAN routing protocol operation.
- Knowledge of LAN/WAN security standards and protocols.
- Knowledge of Siemens Tactics Signal Software.
- Knowledge of Teleste Video Management Software.
- Experience managing SQL databases.
- Experience with network trouble shooting.
- Experience installing and configuring Cisco Catalyst, Etherwan, and Actelis switches.
- Experience with Cisco AFA Firewall configuration.

3. **ENGINEERING SERVICES**

Engineering services related to Nassau County Traffic Management may be required during the course of this contract. In the event engineering services are needed, the firm will be asked to prepare and submit a technical proposal along with a cost estimate. The proposal will be reviewed, and if approved, additional money will be encumbered to pay for the engineering services under a separate payment line.

4. **DATABASE MAINTENANCE**

The firm will be reimbursed for expenses related to the operation and maintenance of the Traffic Management database. This Microsoft SQL database tracks all aspects of the County's Traffic Management program including incidents, response, equipment inventory and replacement, lane closure program, scheduling, contacts and personnel. The firm will be provided with a \$100,000 allowance for actual salaries paid to the approved technical personnel engaged in performing the service at the multiplier listed for engineering support as listed in section I.A of the Payment Schedule in Exhibit B.

5. REIMBURSABLE EXPENCES

The firm will be reimbursed for the expenses listed below related to the Traffic Management Center. All expenses must be approved by the County's Project Manager prior to reimbursement. In order to expedite some of the emergency purchases, the Operations Manager must be granted purchasing authority on behalf of the firm.

- Uniform clothing
- Meals related to storms and other emergencies
- Computer supplies
- Staff working on a Federal Holiday will receive to a \$20 meal allowance
- Office and administrative supplies

The firm will be provided with a \$50,000 reimbursable expenses allocation as part of this contract.

EXHIBIT B
Payment Schedule

Traffic Management Center Operations Personnel

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

I. SERVICES

- A. Payment for services under this agreement shall be made on the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point two two (2.22) shall be used for Traffic Management Center Personnel and any approved alternate, and a multiplier of two point six five (2.65) shall be used for any technical engineering support and project management staff. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

Work on this project will be 24 hours a day, 7 days a week for a three year period.

B. Subconsultants and Special Subconsultants

Subconsultants engaged by the Firm, with the prior written consent of the Commissioner, shall be compensated on the same basis as provided in paragraphs provided herein for employees of the firm unless the Firm has been approved to utilize a subconsultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the subconsultant and in the case of special subconsultants, the Firm shall be permitted to claim five (5) percent of the cost of the subconsultant's services as compensation for coordinating or otherwise supervising the work of the special subconsultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement

II. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Seventy Five (\$175) dollars per hour.

EXHIBIT C Payment Schedule

Sample Work Schedule Traffic Management Center Operations Personnel

Traffic Management Center Operations personnel will follow the Panama Shift Schedule 24/7 Shift Coverage. This is a slow rotating shift pattern that used 4 Operators and two 12 hour shifts to provide 24/7 coverage. The working and non-working days follow this pattern: 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off. Each operator works the same shift (day or night) for 28 days then switches to the other shift for the next 28 days. After 56 days, the sequence starts over. This plan provides the operators with every other weekend off, and a minimum of 8 overtime hours per month.

The calendar below shows a sample of a 56 day schedule.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Operator1 Operator2	2 Operator1 Operator2	3 Operator1 Operator2	4 Operator1 Operator2	5 Operator1 Operator2	6 Operator1 Operator2	7 Operator1 Operator2
8 Operator1 Operator2	9 Operator1 Operator2	10 Operator1 Operator2	11 Operator1 Operator2	12 Operator1 Operator2	13 Operator1 Operator2	14 Operator1 Operator2
15 Operator1 Operator2	16 Operator1 Operator2	17 Operator1 Operator2	18 Operator1 Operator2	19 Operator1 Operator2	20 Operator1 Operator2	21 Operator1 Operator2
22 Operator1 Operator2	23 Operator1 Operator2	24 Operator1 Operator2	25 Operator1 Operator2	26 Operator1 Operator2	27 Operator1 Operator2	28 Operator1 Operator2
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Operator2 Operator1	2 Operator2 Operator1	3 Operator2 Operator1	4 Operator2 Operator1	5 Operator2 Operator1	6 Operator2 Operator1	7 Operator2 Operator1
8 Operator2 Operator1	9 Operator2 Operator1	10 Operator2 Operator1	11 Operator2 Operator1	12 Operator2 Operator1	13 Operator2 Operator1	14 Operator2 Operator1
15 Operator2 Operator1	16 Operator2 Operator1	17 Operator2 Operator1	18 Operator2 Operator1	19 Operator2 Operator1	20 Operator2 Operator1	21 Operator2 Operator1
22 Operator2 Operator1	23 Operator2 Operator1	24 Operator2 Operator1	25 Operator2 Operator1	26 Operator2 Operator1	27 Operator2 Operator1	28 Operator2 Operator1

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that

no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules (“CPLR”).

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies,

equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Christer Ericsson, PE (Name)

325 West Main Street, Babylon, NY 11702 (Address)

631-587-5060 (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.

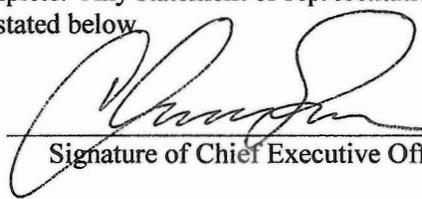
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

- 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.

December 18, 2019
Dated _____



Signature of Chief Executive Officer

Christer Ericsson, PE

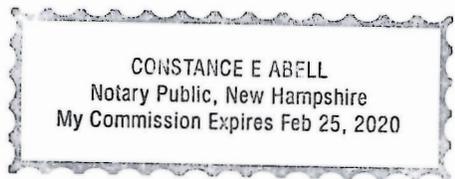
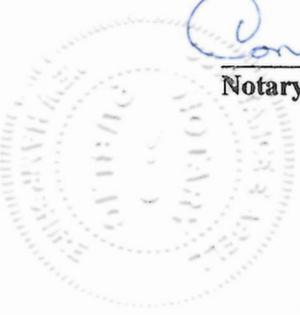
Name of Chief Executive Officer

Sworn to before me this

18 day of December, 20 19.



Notary Public



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: August 2, 2019

SUBJECT: Recommendation to Engage Consultant Services
TMC Operations Personnel Phase 3
Agreement Number T62000-06E

The County desires to utilize consultant personnel for the day-to-day operation of the County's Traffic Management Center (TMC) in Westbury. The proposed personnel will staff the TMC for twenty-four (24) hours a day, seven (7) days a week. This contract receives eighty (80%) percent Federal Aid reimbursement through the New York State Department of Transportation (NYSDOT). The proposed contract will be for a three (3) year period.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP) dated April 5, 2019. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday* and *NYS Contract Reporter*.

Proposal from two (2) firms were received on May 3, 2019. The technical proposals were evaluated by professionals from within the Department. Following the review, a technical rank was established, and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with the firm's cost proposals as requested in the RFPs.

<u>FIRM NAME</u>	<u>TECH RANK</u>	<u>TECH RATING</u>	<u>TMC STAFF COST PROPOSAL</u>	<u>TMC STAFF WITH CONTINGENCY</u>
Greenman-Pedersen, Inc.	1	90.0	\$2,704,371	\$3,515,682
Kapsch	2	76.8	\$2,362,034	\$3,070,644

In order to meet the Federal DBE requirements Greenman-Pedersen, Inc. has proposed to utilize the services of M&J Engineering, a Minority Business Enterprise, as a sub-consultant for this project.

Greenman-Pedersen's proposed team and experience will continue to provide the best value to the County, and it is the Department's recommendation that they be retained for this assignment. The total cost of \$2,704,371 is considered fair and reasonable for the professional services to be rendered.

Funds will be made available from the Department's operating fund.

With your concurrence, the Department will process on call agreement through the appropriate approvals, following your approval, or disapproval, we will proceed accordingly.



Kenneth G. Arnold
Commissioner

KGA:JGP:HTL:jd

c: Joseph G. Pecora, Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Jeff Lindgren, Project Manager

APPROVED:

DISAPPROVED:



Brian J. Schneider Date
Deputy County Executive

Brian J. Schneider Date
Deputy County Executive



JL

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner
FROM: Joseph G. Pecora, Deputy Commissioner
DATE: October 21, 2019
SUBJECT: Low Participation for Design RFP PW-T62000-06E

A request for proposals (RFP) was recently issued for project: Traffic Management Center Operations Personnel Phase 3. The RFP was advertised in April 2019 and received two (2) proposals from firms in May 2019.

A number of firms downloaded and reviewed the solicitation but did not submit a proposal. An inquiry was made to a few firms that did not submit a proposal as to why they did not submit a proposal. The answer most commonly given was that they didn't not have the personnel available for the contract.

The following are the questions from the Low Vendor Participation memo dated May 23, 2018, from DCE John Chiara, with responses.

- 1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation? **Response: the RFPs were not restrictive; they solicited typical operation services capable of being provided by consulting firms.**
- 2) Was the solicitation advertised and posted on the County website as required? **Response: yes.**
- 3) Would we be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)? **Response: the RFPs were advertised on NYSCR and Newsday.**
- 4) Was the NIGP commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified? **Response: not applicable to this contract.**
- 5) Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that the greater vendor participation is not possible? **Response: not applicable to this contract.**
- 6) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:
 - a. The vendor did not see the advertisement. **Response: more than twenty (20) firms downloaded the RFPs from the County website.**



Kenneth G. Arnold, Commissioner

October 21, 2019

Page 2

SUBJECT: Low Participation for Design RFP PW-T62000-06E

- b. The vendor does not offer the specified goods/services-as a follow-up, ask if the specification is too specific to a competitor's product (is the specification "brand-specific" or written to one manufacturer's or service provider's offering?)
Response: not applicable to this contract.
- c. The vendor is too busy with other work at this time ***Response: could be a contributing factor, seeing as the responses were that the vendors didn't have personnel available for this contract.***
- d. The vendor is not interested in pursuing a County contract at this time—as a follow-up, as why this is the case. ***Response: as explained in the second paragraph of this memorandum, vendors cited the lack of available personnel for the contract.***



Joseph G. Pecora
Deputy Commissioner

JGP:jd

- c: Christopher Nolan, Deputy Budget Director
- Jane Houdek, Attorney for Public Works
- Harold T. Lutz, Director of Traffic Engineering
- ✓ Jeff P. Lindgren, Project Manager

APPROVED:

DISAPPROVED:



Kenneth G. Arnold
Commissioner

Date

Kenneth G. Arnold
Commissioner

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Jeff Lindgren, Project Manager

FROM: Office of the Commissioner

DATE: January 22, 2019

SUBJECT: CSEA Sub-Contracting Approval
C19-003 –TMC Operations Personnel Phase 3
Proposed Contract Number: T62000-04E

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C19-003**.

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Harold T. Lutz, Director of Traffic Engineering
Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 31, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
TMC Operations Personnel Phase 3
Contract No. T62000-04E

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Engineering
2. The work involves the following: Twenty-four (24) hour operation of the County's Traffic Management Center.
3. An estimate of the cost is: \$2,500,000.00
4. An estimate of the duration is: Thirty-six (36) months
5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva
Deputy Commissioner

RD:HTL:ac

- c: Christopher Nicolino, Director, Office of Labor Relations
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Diane Pyne, Unit Head, Human Resources
Harold T. Lutz, Director of Traffic Engineering
Jonathan Lesman, Management Analyst II
Jeff Lindgren, Project Manager



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael Salatti, P.E.

Name and Title of Authorized Representative

m/d/yy

Signature

12/19/2019

Date

Greenman - Pedersen, Inc.

Name of Organization

325 West Main Street, Babylon, NY 11702

Address of Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Karl Hucke PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: khucke@genattgrp.com		FAX (A/C, No): 1-516-706-2973													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Liberty Insurance Corporation	42404	INSURER C : Berkley Insurance Company	32603	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :
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INSURED Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702	GREENMAN															

COVERAGES

CERTIFICATE NUMBER: 619140741

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000025533191	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1000198539191	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TH7-611-260851-028	12/31/2018	1/13/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000002543 1000002541	12/31/2019 12/31/2019	12/31/2020 12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Property			UM00082200MA19A	12/31/2019	12/31/2020	Valuable Papers	\$500,000
C	Professional Liability			AEC903389901	12/31/2019	12/31/2021	Each Claim	\$5,000,000
							Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: BAB-2019066.00 - RFP PW-T62000-06E TMC Personnel Phase 3 PIN 0760.60.

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. Nassau County Department of Public Works and County of Nassau are included as additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

Nassau County Department of Public Works
 1550 Franklin Avenue
 Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: Greenman-Pedersen, Inc.
Address (street/city/state/zip code): 325 West Main Street, Babylon, NY 11702
Authorized Representative (name/title): Michael Salatti, P.E. Vice President/Director
Authorized Signature: 
Contract Number: RFP NO. PW-T62000-06E / PIN 0760.60
Contract/Project Name: Traffic Management Center Operations
Contract/Project Description: Performance of daily functions of the County's Traffic Management Center facility in Westbury, New York. General traffic engineering and operational services related to the TMC, traffic signal timing assignments and intelligent transportation systems assignments

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$2,704,371.00		
Total MBE Dollar Amount	\$ 0.00	MBE Contract Percentage	0%
Total WBE Dollar Amount	\$ 0.00	WBE Contract Percentage	0%
Total Combined M/WBE Dollar Amount	\$ 0.00	Combined M/WBE Contract Percentage	0%



E-67-20

NIFS ID:CQPB2000007 Department: Probation

Capital:

SERVICE: NHCC Health Services for JDC detainees

Contract ID #:CQPB20000007

NIFS Entry Date: 28-FEB-20

Term: from 01-JAN-13 to 30-SEP-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Nassau Healthcare Corporation (NHCC)	Vendor ID#: [REDACTED]
Address: 2201 Hempstead Tpke, East Meadow , NY 11554	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Dominick J. DiMaggio Jr.	
Address: 400 County Seat Drive Mineola , NY 11501	
Phone: 516-571-1513	

Routing Slip

Department	NIFS Entry: X	28-FEB-20 -- DDIMAGGIO
Department	NIFS Approval: X	28-FEB-20 -- JPLACKIS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	02-MAR-20 -- IQURESHI
OMB	NIFS Approval: X	02-MAR-20 -- SJACOB
County Atty.	Insurance Verification: X	02-MAR-20 -- AAMATO
County Atty.	Approval to Form: X	02-MAR-20 -- DMCDERMOTT
CPO	Approval: X	03-APR-20 -- KOHAGENCE

DCEC	Approval: X	03-APR-20 -- JCHIARA
Dep. CE	Approval: X	04-APR-20 -- TFOX
Leg. Affairs	Approval/Review: X	24-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Contract with Nassau Health Care Corporation (NHCC) to provide all Medical / Pharmacy/ Psychiatric services to juveniles detained at Nassau County Juvenile Detention center.
Method of Procurement: Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in the agreement.
Procurement History: Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in the agreement. The vendor has been providing these services listed above , since 1999.
Description of General Provisions: Provide all Medical / Pharmacy/ Psychiatric services to juveniles detained at Nassau County Juvenile Detention center.
Impact on Funding / Price Analysis: The County's share is 51% and the State share is 49%.
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PBGEN	Revenue		1	PBGEN1400/DE500	\$ 49,149.00
Control:	10	Contract:				\$ 0.00
Resp:	1400	County	\$ 25,065.99			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 24,083.01			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 49,149.00		TOTAL	\$ 49,149.00
RENEWAL						
% Increase	0					
% Decrease	0					

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY PROBATION DEPARTMENT, AND NASSAU HEALTH CARE CORPORATION

WHEREAS, the County has negotiated a personal services agreement with Nassau Health Care Corporation to provide medical, dental, behavioral, nutritional and other services for the Department, 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 amended agreement with Nassau Health Care Corporation.



Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Nassau Healthcare Corporation (NHCC)

2. **Dollar amount requiring NIFA approval:** \$49149

Amount to be encumbered: \$49149

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term:** 01/01/2013-09/30/2018

Has work or services on this contract commenced? Y _____

If yes, please explain: Contract for retro mandated health services for JDC detainees

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 49
Other		County % 51

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:**

Contract with Nassau Health Care Corporation (NHCC) to provide all Medical, Pharmacy, Psychiatric services to juveniles detained at Nassau County Juvenile Detention center.

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 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.

IQURESHI

02-MAR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Nassau Health Care Corporation

CONTRACTOR ADDRESS: 2201 Hempstead Turnpike East Meadow, NY 11554
FEDERAL TAX ID #: 113465690

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. **The contractor was selected pursuant to a Request for Proposals.** The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
- E. Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in the this agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Dominick DeMaggio
FOR Attorney General
John Plack
Director of Prof. Svcs.
2/26/20

Department Head Signature
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



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?

YES NO If yes, to what campaign committee?

Robert Detor - Curran for Nassau

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.

Electronically signed and certified at the date and time indicated by:
Megan C. Ryan [PORTAL@NUMC.EDU]

Dated: 01/29/2020 11:37:31 AM

Vendor: Nassau Health Care Corporation

Title: Executive Vice President / General Counsel

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: John P. Maher
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 2201 Hempstead Turnpike
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country: US
Telephone: (516) 572-6711

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/02/2012</u>	Partner	_____
Vice President	<u>01/02/2012</u>		
(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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Since 2015, I have served as a Member of the Executive Committee of the Nassau Queens Performing

Provider System, LLC ("NQP"), the entity that is implementing the New York State Delivery system Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens.

Since June 2012, I have served as a Director of NHCC, Ltd., organized under the Companies Law of Cayman Islands. NHCC, Ltd. is a wholly-owned subsidiary of the Nassau Health Care Corp.

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.

Nassau Queens Performing Provider System, LLC ("NQP"), the entity that is implementing the New York State Delivery System Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens, has a contract with New York State.

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, John P. Maher , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John P. Maher , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Nassau Health Care Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John P. Maher [JMAHER@NUMC.EDU]

EVP/CFO

Title

01/08/2020 02:19:26 PM

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: Anthony Boutin, MD
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 2201 Hempstead Turnpike
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country: US
Telephone: 5165728730

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/31/2020</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Medical Officer	12/04/2018

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Anthony Boutin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Anthony Boutin , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Nassau Health Care Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Anthony Boutin [ABOUTIN@NUMC.EDU]

Chief Medical Officer, Interim Chief Executive Officer

Title

01/30/2020 11:34:37 AM

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: Megan Ryan
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: 2201 Hempstead Turnpike
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country: US
Telephone: (516) 296-2389

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>04/15/2018</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/15/2017</u>		
(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 notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Megan C. Ryan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan C. Ryan , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Nassau Health Care Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Megan C. Ryan, Esq. [PORTAL@NUMC.EDU]

Executive Vice President / General Counsel

Title

01/29/2020 11:53:31 AM

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: 01/29/2020

1) Proposer's Legal Name: Nassau Health Care Corporation

2) Address of Place of Business: 2201 Hempstead Turnpike

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11561

Country: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (631) 572-6062

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 01-122-5825

5) Federal I.D. Number: 11 3465690

6) The proposer is a: Other (Describe) Public Benefit Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:

Nassau Health Care Corporation ("NHCC") operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and co-operates several community health centers.

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, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

On September 17, 2015, former Executive Vice President for Operations Larry Slatky was acquitted of two misdemeanor charges of official misconduct regarding a 2010 sealed bid.

- 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, an explanation of the circumstances and corrective action taken.

NHCC has been the subject of investigations in the past 5 years by various agencies. NHCC is a public benefit corporation, and as such it has no owners. In October 2014, former EVP for Operations, Larry Slatky, was indicted on 2 misdemeanor charges of official misconduct with respect to a laundry contract resulting from a 2010 Sealed Bid. On September 17, 2015, Mr. Slatky was acquitted of both charges.

NHCC is the owner and operator of the only public hospital and skilled nursing facility in Nassau County, as well as the co-operator of several community health centers. As with many other health facilities, routine patient complaints may result in investigations by agencies. As a result of several of these investigations, NHCC has instituted corrective action plans which were accepted by the agencies involved and implemented by NHCC.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.

- 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, to the best of my knowledge. NHCC has 3000+ employees.

(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, to the best of my knowledge. NHCC has 3000+ employees.

(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, to the best of my knowledge. NHCC has 3000+ employees.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

All NHCC employees must comply with the NHCC Conflict of Interest Policy (copy attached) and are subject to NYS conflict of interest laws.

1 File(s) Uploaded: LD-215 Conflict of Interest.pdf

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/29/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

NHCC is a public benefit corporation. As such, there are no shareholders, members, or partners.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name Anthony
Last Name Boutin
MI _____ Suffix _____
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory NY Zip/Postal Code 11554
Country US
Position Chief Medical Officer

First Name Russell
Last Name Caprioli
MI _____ Suffix _____

Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Member of Board

First Name Giuseppe
Last Name Caruso
MI _____ Suffix _____
Address [REDACTED]
[REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Member of Board

First Name Steven
Last Name Cohn
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Member of Board

First Name Michael
Last Name DeLuca
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Member of Board

First Name Robert
Last Name Detor
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Chairman of Board

First Name Jan
Last Name Figueira
MI R Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Board Member

First Name Victor
Last Name Gallo
MI A Suffix _____
Address [REDACTED]

City [REDACTED] /Territory NY Zip/Postal Code [REDACTED]
Country US
Position Member of Board

First Name Martin
Last Name Glennon
MI _____ Suffix _____
Address [REDACTED]
[REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Board Member

First Name Robert
Last Name Heatley
MI S Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Executive Vice President, Business Development and Ambulatory Services

First Name Waylyn
Last Name Hobbs
MI _____ Suffix Jr.
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Board Member

First Name Bobby
Last Name Kalotee
MI K Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]
Country US
Position Member of Board

First Name John
Last Name Maher
MI P Suffix _____
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory NY Zip/Postal Code 11554
Country US
Position Executive Vice President, Chief Financial Officer

First Name Janice
Last Name Pateres
MI _____ Suffix _____
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory NY Zip/Postal Code 11554

Country US
Position Executive Vice President of Nursing / Chief Nursing Officer

First Name Linda
Last Name Reed
MI Suffix
Address
City State/Province/Territory QC Zip/Postal Code
Country US
Position Member of Board

First Name Maureen
Last Name Roarty
MI Suffix
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory NY Zip/Postal Code 11554
Country US
Position Executive Vice President, Human Resources

First Name Megan
Last Name Ryan
MI C Suffix
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory NY Zip/Postal Code 11554
Country US
Position Executive Vice President, General Counsel

First Name Frank
Last Name Saracino
MI Suffix
Address
City State/Province/Territory NY Zip/Postal Code
Country US
Position Member of Board

First Name John
Last Name Sardelis
MI Suffix
Address
City State/Province/Territory NY Zip/Postal Code
Country US
Position Member of Board

First Name Warren
Last Name Zysman
MI D Suffix
Address
City State/Province/Territory NY Zip/Postal Code
Country US

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
3000

vi) Annual revenue of firm;
587613000

vii) Summary of relevant accomplishments
NHCC has provided these services to Nassau County since its September 1999 purchase of Nassau University Medical Center and A. Holly Patterson Extended Care Facility from Nassau County. As the owner/operator of the only public hospital and nursing home in Nassau County, NHCC is uniquely qualified to provide these services to Nassau County.

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: Operating Certificate.pdf

B. Indicate number of years in business.
21

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
NHCC has provided these services to Nassau County since its purchase of Nassau County Medical Center and A. Holly Patterson Geriatric Center from the County in September 1999. As the owner/operator of the only public hospital and nursing home in Nassau County, NHCC is uniquely qualified to provide these services to Nassau County.

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 Long Island FQHC, Inc.
Contact Person David Nemiroff, LCSW, Executive Director
Address 380 Nassau Road
City Roosevelt State/Province/Territory NY
Country _____
Telephone (516) 296-3742
Fax # (516) 546-4154
E-Mail Address dnemirof@numc.edu

Company Northwell Health
Contact Person Jeffrey Kraut
Address 200 Great Neck Road
City Great Neck State/Province/Territory NY
Country _____

Telephone (516) 465-8198
Fax #
E-Mail Address jkraut@northwell.edu

Company Catholic Health Services
Contact Person Patrick O'Shaughnessy, DO, SVP VP Medical Affairs & CMO
Address 992 North Village Avenue
City Rockville Centre State/Province/Territory NY
Country
Telephone (516) 705-7182
Fax #
E-Mail Address patrickm.o'shaughnessy@chsli.org

I, Megan C. Ryan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan C. Ryan , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Nassau Health Care Corporation

Electronically signed and certified at the date and time indicated by:
Megan C. Ryan, Esq. [PORTAL@NUMC.EDU]

Executive Vice President/ General Counsel
Title

01/29/2020 11:41:13 AM
Date

**NASSAU HEALTH CARE CORPORATION
EAST MEADOW, NEW YORK 11554**

SECTION: LEADERSHIP (LD)

POLICY/PROCEDURE

TITLE: Conflict of Interest; Financial Disclosure Statement, Conflicts Disclosure Statement, Honoraria, & Outside Activities Report
APPROVED: Quality and Policy Advisory Council (QPAC)
CROSS REFERENCES: Corporate Compliance Program LD-227; Public Officers Law § 73-A; Public Officers Law § 74; 19 NYCRR § 931.4; 19 NYCRR § 933.4; 19 NYCRR § 931

1.0 POLICY

- 1.1 It is the policy of Nassau Health Corporation (NHCC) to review Conflict of Interest and related ethical issues and to outline the procedures and documentation required for Financial Disclosure Statements, Conflicts Disclosure Statements, Honoraria, Outside Activities, and Educational Activities in order to ensure that all of NHCC/NHCC's business activities and entities either controlled or owned by NHCC are conducted conflict free. Except as otherwise provide herein, all capitalized terms shall have the meanings ascribed to them in Section 4.0 of this policy.

2.0 PROCEDURE

- 2.1 Responsible Persons of the NHCC System have a primary obligation to serve the purposes to which NHCC is dedicated. As part of this obligation, each Responsible Person has a duty to conduct the affairs of NHCC in a manner that promotes the best interests of the organization. When personal interests or activities within or outside of NHCC influence or appear to influence a Responsible Person's ability to objectively serve the best interests of NHCC a conflict of interest exists.
- 2.2 NHCC recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of NHCC as "standard practice," that is by no means a sufficient reason to assume that such practice is acceptable at NHCC. As a teaching organization, NHCC staff not only provide training, but also serve as models of professional conduct for students and trainees. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. This policy is designed to help all Responsible Persons recognize, disclose and resolve situations in which a personal interest or activity may result in a conflict with their responsibilities to NHCC.

- 2.3 Public Officers Law § 74 sets forth a Code of Ethics which prohibits officers and employees of the State from any interest, financial or otherwise, direct or indirect, in any business, transaction or professional activity or from incurring any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the public interest. Areas where this may occur include: 1) other employment that may impair independence of judgment; 2) accepting other employment requiring confidential information gained in your official capacity to be improperly disclosed; 3) using such confidential information to further personal interests; 4) use of one's government position to secure unwarranted privileges or exceptions for oneself or others, including but not limited to, the misappropriation to oneself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes; 5) personal business interests that may conflict with state duties; 6) making decisions on business matters where one has a personal financial interest in the enterprise; 7) providing goods or services to entities regulated by this agency; 8) conducting oneself in such a way that gives a reasonable basis for the impression that any person can improperly influence or unduly enjoy favor in the performance of the officer or employee's official duties, or that one is affected by the kinship, rank, position or influence of any party or person; and 9) acting in such a way that raises suspicion among the public that one is likely to be engaged in acts that are in violation of the public's trust. Responsible Persons engaged in Research activities are also required to design, conduct, and report such Research free from bias or potential bias resulting from a conflict of interest.

3.0 DISCLOSURE LEVELS

- 3.1 This policy provides for seven (7) levels of disclosure and review with respect to potential conflict of interest situations: Financial Disclosure, Conflicts Disclosure, Honoraria, Outside Activities, Educational Activities, Research, and participation on NHCC's Institutional Review Board (the "IRB").
- 3.2 Annual Financial Disclosure Statement and Reporting of Interim Changes. NYS Public Officers Law Section § 73-a requires the filing of an Annual Statement of Financial Disclosure with the New York State Joint Commission on Public Ethics (JCOPE). A state officer or employee is required to file under Section 73-A if he/she serves in a job title with an annual salary rate in excess of the job rate of SG24 (\$91,821, as of 2014), is designated a policymaker by NHCC, or is an official required by statute to file. The salary rate is the rate as of April 1st in the year the statement is due. The salary rate and the financial disclosure form are available on JCOPE's website, <http://www.jcope.ny.gov/>. If you have any questions about your status as a designated filer, you should contact the Human Resources Department.
- 3.3 Conflict Disclosure Statement. On an annual basis Board members, members of management, medical staff members, Responsible Persons engaged in Research, and any individuals either employed by or who serve a key role in decision-making and are in a position of influence and decision-making within NHCC and designated as policy makers are required to disclose information concerning any (a) directorship, trusteeship, partnership or executive position in outside

organizations; (b) ownership interests exceeding 5% in outside partnerships or corporations; (c) attest that no interests present a conflict of interest with employment or Research at NHCC; (d) detail current receipt of income royalties, etc., and declaration of outside income in excess of \$1,000; and (e) notify of any specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, Contracts, Research, etc., in which the Responsible Person or Family has a Material Interest. The duty to notify in writing on an updated disclosure form is a continuing one as the potential conflict presents itself.

3.4 Honoraria. An Honorarium is a payment offered in exchange for a professional service or activity such as a speech, writing an article, or serving on a panel and a seminar or conference that is not part of the State employee or officer's duties. An honorarium includes expenses incurred for travel, lodging, and meals related to the service performed.

3.4.1 For a State officer or employee, the approving authority is the Head of the State Agency or Appointing Authority. For statewide elected officials and State Agency heads the approving authority is JCOPE. Written requests should be made to the approving authority prior to performing the requested service or activity. Forms are available on JCOPE's website noted above. NHCC forms are annexed hereto as well. For all other Responsible Persons, the approving authority is the Ethics Officer.

3.4.2 In order for honoraria to be approved, the Responsible Person cannot use State resources to prepare or perform such service or activity; they must perform the service or activity during non-official personal time; they cannot accept honoraria from an Interested Source; the honoraria is not be used to conceal a payment from an Interested Source; and performing the service for which the honoraria is offered and accepted must not violate Public Officers Law § 74 or other State or Federal laws. The funds received must be reported on the filer's financial disclosure report for each source over \$1,000.

3.5 Outside Activities. Every Responsible Person employed by NHCC is expected to devote their primary professional loyalty, time, and energy to, as applicable, teaching, research, patient care, and service on behalf of or to NHCC. Employees are prohibited from participating financially or engaging in any Outside Activities or other business undertaking that interferes with or is in conflict with the proper and effective discharge of their duties on behalf of NHCC. Outside activities include, but are not limited to, service for or on behalf of state or national commissions, government agencies and boards, committees or advisory groups to other hospitals, health care organizations, and not-for-profit or for-profit organizations. Such activities require notification to the appropriate Chairperson or Senior Vice President or Executive Vice President and must be disclosed on the Conflicts Disclosure Statement and Outside Activity Report and forwarded to Human Resources and the Ethic Officer. Outside Activity Forms are of two kinds, NHCC Outside Activity Report and the JCOPE Outside Activity Report:

- 3.5.1 NHCC approval of Outside Activities between \$1,000 and \$5,000. Those Responsible Persons designated as holding a “policy-making position” pursuant to Section 6.6 of this Policy must complete Outside Activities Reports prior to undertaking any outside activities from which they would earn more than \$1,000 but less than \$5,000 annually before engaging in outside activities, and await NHCC approval before proceeding with the activity.
- 3.5.2 JCOPE Approval. Those Responsible Persons designated as holding a “policy-making position” pursuant to Section 6.6 of this Policy who contemplate outside activities whereby they will: (1) earn more than \$5,000 annually, or (2) hold elected or appointed public office must additionally submit their request for approval to JCOPE after it is approved by NHCC. 19 NYCRR § 932.5(a).
- 3.5.3 Service as a Director or Officer of a Not-for-Profit Entity. Those Responsible Persons designated as holding a “policy-making position” pursuant to Section 6.6 of this Policy who serves as a director or officer of a not-for-profit corporation and receives \$999 or less per year must notify NHCC of the position prior to commencing service, but do not need such service approved by NHCC or JCOPE before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives between \$1,000 and \$5,000 per year must have such service approved by NHCC before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives more than \$5,000 per year must have such service approved by NHCC and JCOPE before proceeding with the activity. No policy maker or member or director of NHCC may serve as an officer of any political party or political organization, member of a national committee of a political party or political committee.
- 3.5.4 Responsible Persons engaged in Research. Responsible Persons engaged in Research but not otherwise covered by this Section (e.g. do not hold a “policy making position”) must complete Outside Activities Reports and must have such activities approved by NHCC prior to undertaking any outside activities.
- 3.5.5 NHCC will grant or deny an Outside Activity based on its interpretation of whether the proposed Outside Activity is in accordance with applicable law and such other factors NHCC deems appropriate. Once NHCC approves an Outside Activity, such approval shall remain effective unless and until there is a material change in the policy maker’s responsibilities or in the Outside Activity, at which point the policy maker must submit a new request for approval. An individual who has received approval for an Outside Activity must annually notify NHCC in writing if the individual is still engaged in the Outside Activity.
- 3.5.6 In no event shall a Responsible Person be permitted to receive or enter into any agreement (express or implied) for compensation for the appearance or rendition of services on behalf of themselves or others before NHCC or against NHCC’s interest.

- 3.6 Support for Educational Activities, Including Meals and Travel. Any payment or reimbursement for the cost of attendance, registration, travel, food, or lodging related to a Responsible Person's attendance or service at a meeting, conference, seminar, convention, or professional program that is part of the Responsible Person's official duties and benefits NHCC must be approved by NHCC in writing before the Responsible Person may engage in such activities. In order for an activity to be approved, the payment or reimbursement can only cover the period of time reasonably required to attend or serve in the activity, the payment or reimbursement is consistent with all laws and NHCC policies, and the payment or reimbursement is not more than the rate at which NHCC would pay or reimburse the Responsible Person under its travel policy.
- 3.6.1 If any payments or reimbursements are paid by an Interested Source, all of the following criteria must be met before NHCC can approve the activity: (1) it is not reasonable, under the circumstances, to infer that the payment or reimbursement is intended to influence the Covered Person in the performance of his or her official duties; (2) the payment or reimbursement could not, under the circumstances, reasonably be expected to influence the Covered Person in the performance of his or her official duties; and (3) the payment or reimbursement is not, under the circumstances, intended as a reward for any official action on the Responsible Person's part.
- 3.6.2 Any approval by NHCC shall be provided to the requesting Responsible Person in writing and shall contain the following information: (1) the name of the Responsible Person to whom, or on behalf of whom, the payment or reimbursement is offered; (2) identity of the offeror and nature of the offeror's business; (3) a detailed description of the activity, including date and location; (4) the amount of the payment or reimbursement and, where applicable, an itemization of costs for the attendance, registration, travel, lodging, and meals, and the amount of a service payment, if any; and (5) a statement that NHCC has approved the payment or reimbursement, if any, in accordance with the conditions set forth in section 19 NYCRR § 93.1.4 and this Policy. Any Responsible Person who is required to file a financial disclosure statement shall report any payment or reimbursement in excess of \$1,000 (including multiple payments made by a single offeror that together exceed \$1,000) in his or her financial disclosure for the applicable year.
- 3.7 Research. In addition to any requirements, policies, and procedures of the Office of Research and Sponsored Programs, any Responsible Person who wishes to engage in Research activities must submit a current Conflicts Disclosure Statement to the IRB before beginning such Research. If the IRB determines that the individual's interest may be a Conflict of Interest, the IRB shall forward the Conflict Disclosure Statement to the Chief Compliance, Privacy and Ethics Officer. Such individuals cannot be involved in Research until the conflict is mitigated and/or resolved. until the Chief Compliance, Privacy and Ethics Officer confirms in writing to the requesting Responsible Person, the Office of Research

and Sponsored Programs, and the IRB either: 1) no actual or potential Conflict of Interest exists; or 2) any actual or potential Conflicts of Interest have been adequately evaluated and managed pursuant to this Policy.

- 3.8 Institutional Review Board. In addition to any requirements, policies, and procedures governing the IRB, any person who wishes to serve on the IRB must have his or her participation approved by the Chief Compliance, Privacy and Ethics Officer before he or she may begin serving on the IRB. Any approval by the Chief Compliance, Privacy and Ethics Officer shall be provided in writing to the requesting person and the IRB, and shall confirm that no actual or potential Conflict of Interest exists. The IRB may not have a member participate in the IRB's initial or continuing review of any project in which the member has a Conflict of Interest, except to provide information requested by the IRB.

4.0 DEFINITIONS

- 4.1 Business Associate includes any person, trust, corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the Responsible Person or any member of their Family (a) is a director, officer, employee, member, partner or trustee; or (b) has a significant financial or any other interest which enables the Responsible Person to exercise control or significantly influence policy of the associate.
- 4.2 Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 4.3 Conflict of Interest exists, for purposes of this Policy, whenever any business or personal interest or activities within or outside of NHCC influence or may appear to influence a Responsible Person's ability to promote objectively the best interests of NHCC in ways that could lead or appear to lead to the personal gain or advantage of the Responsible Person, their Family, or Business Associates. A Responsible Person may have a conflict of interest when the Responsible Person, their Family or a Business Associate either (a) has an existing or potential Financial or other Material Interest which could influence or might appear to influence the Responsible Person's independent judgment in the discharge of responsibilities to NHCC; (b) may receive a financial or other material benefit from knowledge of information confidential to NHCC or from a transaction involving NHCC; or (c) has a Financial Interest that could affect the design, conduct, or reporting of Research.
- 4.4 Contract is any agreement or relationship involving the sale, lease or purchase of goods, services, real estate or rights of any kind, the providing or receipt of a loan or grant or the establishment of any other type of pecuniary relationship. For purposes of this Policy, a NHCC employment contract is excluded.
- 4.5 Interested Source is any person or entity who, on his or her own behalf, or on behalf of an entity, satisfies any one of the following:

- 4.5.1 Is regulated by, negotiates with, appears before in other than a ministerial matter, seeks to contract with or has contracts with, or does other business with: (i) a Responsible Person in his or her official capacity; (ii) NHCC or other agency with which a Responsible Person is affiliated; or (iii) any other state agency when the Responsible Person's agency is to receive the benefits of the Contract; or
- 4.5.2 Is required to be listed on a statement of registration pursuant to section 1-e(a)(1) of article 1-A of the Legislative Law and lobbies or attempts to influence actions, decisions, or policies of NHCC; or
- 4.5.3 Is the spouse or unemancipated child of an Interested Source; or
- 4.5.4 Is involved in any action or proceeding, in which administrative and judicial remedies thereto have not been exhausted, and which is adverse to either: (i) the Responsible Person in his or her official capacity; or (ii) NHCC; or
- 4.5.5 Has received or applied for funds from NHCC at any time during the previous 12 months up to and including the proposed or actual receipt of an honorarium, item or service of more than Nominal Value, or payment or reimbursement.
- 4.5.6 Interested Sources includes not only those persons and business entities with which NHCC is doing business, but also those persons and business entities interested in doing business with NHCC, or have a history of doing business with NHCC in the recent past.
- 4.6 Family includes the Responsible Person's spouse, parents, children, siblings, or equivalent by marriage, or other individuals residing in the same household with the Responsible Person.
- 4.7 Financial Interest
 - 4.7.1 A person has a financial interest if the person has, directly or indirectly, through business, investment, or Family:
 - 4.7.1.1 An ownership or investment interest in any entity with which NHCC has a transaction or arrangement, or
 - 4.7.1.2 A compensation arrangement with NHCC or with any entity or individual with which NHCC has a transaction or arrangement, or
 - 4.7.1.3 A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NHCC is negotiating a transaction or arrangement, or

- 4.7.1.4 A compensation arrangement (including but not limited to consulting fees, honoraria, paid authorship, salaries, and equity interests such as stocks or stock options) with any entity that exceeds \$5,000 over a twelve-month period regardless of whether that entity has a transaction or arrangement with NHCC.
- 4.7.2 An employee has a financial interest if the person is using his/her position as an employee to further his/her financial interests, directly or indirectly.
- 4.8 Gift shall mean anything of more than Nominal Value in any form including, but not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, having a monetary value, including multiple items of Nominal Value that, together, have more than a Nominal Value. This definition shall not include the exclusions listed in 19 NYCRR § 933.4 (i.e. anything for which a Responsible Person has paid fair market value, food or beverages valued at fifteen dollars or less per occasion, awards, plaques, gifts from friends or family members when it could be reasonably inferred that the gift was primarily motivated by the family or personal relationship, etc.).
- 4.9 Material Interest exists when a Responsible Person or a Responsible Person's Family has (a) a Financial Interest; and/or (b) is a director, officer or senior executive in the entity, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family's judgment with respect to a Contract to which the entity is a party.
- 4.10 Nominal Value is considered such a small or trifling amount that acceptance of an item of Nominal Value could not be reasonably interpreted or construed as attempting to influence a State employee or Public Officer. Although never explicitly defined in Public Officers Law, JCOPE generally deems an item or service with a fair market value of fifteen dollars or less as having a Nominal Value.
- 4.11 NHCC System refers to the Nassau University Medical Center, the A. Holly Patterson Extended Care Facility, the Family Health Centers, the Nassau Health Care Foundation, the Long Island Medical Foundation and any other entity or facility owned or controlled by Nassau Health Care Corporation.
- 4.12 Research means a systematic investigation, study or experiment designed to develop or contribute to general knowledge relating broadly to public health, including medical, behavioral and social-sciences research. The term encompasses basic and applied research (e.g., a published article, book or book chapter) and product development (e.g., a diagnostic test or drug).
- 4.13 Responsible Person refers to Board members, officers, administrative staff members, medical staff, faculty, full-time or part-time employees (as identified by the Vice President, Human Resources) and volunteers (as identified by the

Director of Volunteer Services) of the NHCC System. Specifically included are any individuals either employed by or who serve a key role in decision-making who are in a position of influence and decision-making within NHCC.

5.0 CERTAIN RELATIONSHIPS AND TRANSACTIONS THAT RAISE DISCLOSURE QUESTIONS

- 5.1 Service as Board Member, Officer or Employee of a Competing Healthcare Institution. Responsible Persons should not accept any position as a director, officer or employee of, or paid consultant to, any healthcare system or institution that is in substantial competition with NHCC. The determination of this is made by NHCC's Chief Compliance, Privacy and Ethics Officer with the advice of the Chief Executive Officer, its Legal Audit and Governance Committee, Executive Committee or Board of Directors as warranted. For purposes of this policy, a member of the medical staff who provides professional services not otherwise prohibited by their employment contract or other NHCC policies is not in competition with NHCC. In addition, Responsible Persons, or an entity in which a Responsible Person or Family has a Material Interest, should not solicit employees of NHCC for a competing purpose.
- 5.2 Potential conflicts of interest are situations that might not allow for impartial or objective determinations and may give rise to a Conflict of Interest. These situations include, but are not limited to, any relationship with products, services, devices, or companies that develop, manufacture or market such products. For example, (a) a Responsible Person or Family member has a Material Interest in an entity that proposes to enter into a Contract with NHCC; (b) a Responsible Person with authority for making or recommending purchases of goods or services on behalf of NHCC recommends a vendor in which the Responsible Person or Family has a Material Interest; (c) a Responsible Person with authority for selecting or recommending contractors on behalf of NHCC recommends a contractor with whom the Responsible Person or Family has a Material Interest; (d) a Responsible Person proposes that NHCC hire or contract with the Responsible Person's Family for a position or activity that is within the supervision or control of the Responsible Person; or (e) a Responsible Person or Family's Material Interest in a matter relating to Research gives the appearance of conflict in a Responsible Person's design, conducting, and/or reporting of such Research. A Responsible Person with a potential conflict of interest should take all steps necessary to avoid the appearance of any impropriety.
- 5.3 No Responsible Person shall participate in the selection, award, or administration of a Contract with any party or entity in which the Responsible Person or the Responsible Person's Family member has a Material Interest. In the case of a Board member who has a Material Interest with respect to any transaction that comes before the Board of Directors or a Committee on which the Director is a member, the Director will excuse himself/herself from participation in the discussion and vote on the transaction. Any Responsible Person with a Material Interest must also refrain from entering into any discussions with respect to such

matter and sharing any information generated by NHCC with the other party or entity.

- 5.4 Gifts and Entertainment (“Gifts”). No Responsible Person may solicit, receive, or accept a Gift from an Interested Source unless all of the following criteria are met: (1) it is not reasonable to infer that the Gift was intended to influence the Responsible Person; (2) the Gift could not reasonably be expected to influence the Responsible Person in the performance of his or her official duties; and (3) it is not reasonable to infer that the Gift was intended as a reward for any official action on the Responsible Person’s part.
- 5.4.1 No Responsible Person may solicit, receive, or accept a Gift from persons or entities that are not Interested Sources if: (1) it could reasonably be inferred that the Gift was offered or given with the intent to influence the Responsible Person; (2) the Gift could reasonably be expected to influence the Responsible Person in the performance of his or her official duties; or (3) it could reasonably be inferred that the Gift was offered or given with the intent to reward the Responsible Person for any official action on his or her part.
- 5.4.2 A Responsible Person may not direct an impermissible Gift to any third party, including a charitable organization or a Family member.
- 5.5 Continuing Medical Education (“CME”). The purpose of CME presentations—and all associated materials—should be educational rather than marketing or promotional. Therefore, content must be independent of commercial influence prior to presentation by or for NHCC faculty/staff, trainees or students. Accordingly, Department Chairpersons and/or Office of Academic Affairs, as appropriate, must review the content of NHCC-sponsored CME presentations. For presentations by speakers with an acknowledged potential conflict of interest, content review by another faculty member is required. Regardless of location or sponsor, faculty is responsible for the content of presentations and materials at all times.
- 5.6 Non-CME Presentations. All presentations must be of one’s own materials, not those created or supplied by drug or device companies or their agents. Presentations should be for the purpose of education and not for marketing or promotion.
- 5.7 Speakers’ Bureaus. Membership in a Speakers’ Bureau is defined as an arrangement that involves approval by a sponsoring commercial entity or its agent to give a presentation concerning the entity’s products or services. Due to concerns that marketing imperatives may at times conflict with intellectual independence, NHCC staff are discouraged from being members of a Speaker’s Bureau for commercial entities or their agents. Should NHCC staff engage in these activities, the content and format of their presentations and any payments or reimbursements related thereto are subject to the provisions of Section 3.5 of this Policy and 19 NYCRR § 931.

- 5.8 Ghost Writing. NHCC staff, trainees and students are prohibited from authoring or co-authoring articles written by employees of commercial entities. If commercial employees are co-authors, they should be acknowledged as such. Any articles or other materials written in conjunction with commercial entities must include full disclosure of the role of each author, as well as other contributions or participation by such commercial entities. NHCC authors who collaborate with commercial entities must maintain editorial independence at all times.
- 5.9 Inventions. Patents, royalty agreements, licensing, and any receipt of income related thereto must be disclosed as applicable on NHCC's Conflicts Disclosure Statement and in accordance with NHCC and federal intellectual property policies. For decisions where specific expertise of NHCC staff could be critical, such ties may require oversight rather than removal from the decision-making process, meeting applicable disclosure requirements.
- 5.10 Drug and Device Representatives. Drug and device representatives coming to NHCC shall have access to physicians, trainees, and staff only by appointment. Representatives must register with the host department in advance and wear badges identifying themselves as commercial agents (not just "visitors"). To avoid direct contact with patients, their family members or other accompanying individuals, drug representatives are not allowed in areas where direct patient care is being given. If demonstrations by commercial representatives (or their agents) are needed solely for device training, representatives should be clearly identified to staff and to any patients involved in that training, with practices that are HIPAA compliant, and patients' consent should be obtained for involvement of commercial personnel.
- 5.11 Drug and Device Samples. Samples are solely for patient use, not for personal use by faculty or staff. Sample storage, access and distribution by clinicians must be compliant with applicable regulations and departmental policies for safe storage and administration of medications. NHCC staff should avoid actual or apparent conflicts of interest with samples. Drug or device information for patients should be appropriate to their own condition, objective, and deliberately distributed by the responsible practitioner (e.g., not casually accessible in waiting rooms or other patient areas).
- 5.12 Confidential and Inside Information. All NHCC staff (including Responsible Persons) shall refrain from transmitting any knowledge, consideration, decision or any other information that might be prejudicial to the interest of NHCC to any person other than in connection with the Responsible Person's discharge or their responsibilities as a Director, Officer, employee or member of the Medical staff. The governing principal is that any material confidential information pertaining to NHCC or patients may not be used for a Responsible Person's own or their Family's benefit nor should the Responsible Person disclose it to others for their personal use.

- 5.13 Use of NHCC Assets. NHCC credit purchasing power shall not be used to purchase goods and/or services for individual or non-NHCC activities. NHCC facilities may be used only for NHCC related purposes.
- 5.14 Disclosure of Individual Interest Prior to Approval of Transaction. A Responsible Person must promptly disclose to their supervisor, Human Resources and the Chief Compliance, Privacy and Ethics Officer his/her interest in, or connection with, a proposed transaction, Research activity, or other matter being presented for consideration or approval to NHCC if the transaction or matter is of the type that would require disclosure on the Conflicts Disclosure Statement. The Responsible Person must not participate in the deliberations related to the transaction or matter, or approve or use their position to influence the matter. The Responsible Person's disclosure and non-participation should be recorded.
- 5.15 Voluntary Staff/Faculty. Non-salaried faculty must act in the best interests of their professional duties at NHCC, including patient care, research and education. They should avoid any potential or perceived conflict of interest, especially those related to areas of their non-academic employment.
- 5.16 Post Employment Restrictions. No person who has served as a NHCC employee or unpaid staff member, or part-time staff shall, within a period of two (2) years after the termination of such service or employment, appear before NHCC or receive compensation for services rendered on behalf of any person, firm, corporation or association in relation to any matter with respect to which such person was directly concerned or in which such person presently participated during the period of service or employment or which was under the active consideration of such person. Public Officers Law §73(8)(a). This applies to all individuals, regardless if they worked for one day or a 30 year hire.

6.0 PROCEDURE

- 6.1 All new directors, officers, administrative staff members, employees, volunteers, and medical staff members with administrative responsibilities shall receive a copy of this policy regarding conflicts of interest and complete the annexed Conflicts Disclosure Statement.
- 6.2 Reporting Conflicts and Interim Changes.
 - 6.2.1 Each Responsible Person is required to provide notification on the Conflicts Disclosure Statement of any changes or specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, contracts, Research, or other matters, in which the Responsible Person or Family has a Material Interest within thirty (30) days of such change.
 - 6.2.2 Board of Directors, members of management, Responsible Persons engaged in Research, and members of the IRB will complete the Conflicts Disclosure Statement and provide it (and any interim changes thereto) to

Human Resources and the Chief Compliance, Privacy and Ethics Officer. All others will disclose Conflict of Interest situations to their immediate supervisors. If the supervisor determines that the individual's interest may be a Conflict of Interest, the supervisor will direct the Responsible Person to fill out a Conflict Disclosure Statement and provide it to Human Resources and the Chief Compliance, Privacy and Ethics Officer.

- 6.2.3 Employees are encouraged to seek assistance from their immediate supervisor/manager with any legal or ethical concerns. However, NHCC realizes this may not always be possible. As a result, employees may call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389 to report anything that they cannot discuss with their immediate supervisor/manager.
- 6.2.4 NHCC reserves the right to require additional or updated Conflict Disclosure Statements from Responsible Persons engaged in Research if such disclosure is required for funding applications or proposals.
- 6.3 Evaluation and Management of Conflicts of Interest.
 - 6.3.1 Human Resources will review all completed Conflicts Disclosure Statements and any reported changes and, following internal consultation with the Chief Compliance, Privacy and Ethics Officer but in no event more than sixty (60) days after receiving the Conflicts Disclosure Statements or any reported changes, will take any action deemed appropriate to manage or resolve a potential for conflicts of interest (e.g. public disclosure of a conflict of interest, change of personnel, severance of relationships that create the conflict of interest, etc.).
 - 6.3.2 All disclosures, unless irrelevant or immaterial, will be compiled and the actions taken in response thereto will be reported to the Legal Audit & Governance Committee of NHCC's Board of Directors, which may determine whether additional actions should be considered or implemented.
 - 6.3.3 Once appropriate action for the management, reduction, or elimination of the Responsible Person's (and/or Family's) conflict of interest has been decided, the individual will be notified of the disposition of the conflict in writing. Copies of the notification will be forwarded to and maintained in the Compliance Office and sent to the person's immediate supervisor, Chairperson of the Legal Audit and Governance Committee (for Directors and Officers) and/or other individuals as the facts and circumstances warrant.

- 6.3.4 As necessary, conflict of interest resolution plans, including, when necessary, an interim plan, will be developed, monitored and enforced as directed by NHCC.
- 6.3.5 Periodically, but at least annually, the Chief Compliance, Privacy and Ethics Officer will provide the Legal Audit and Governance Committee of the Board of Directors with a report on NHCC's execution of the Conflict of Interest disclosure process and, if necessary, the nature of any issues which may require Board intervention.
- 6.4 Prior to CME presentations, NHCC staff must disclose relationships with relevant commercial entities to the Corporate Compliance Office, the Office of Academic Affairs, and to their audiences.
- 6.5 Each member of the Board of Directors shall be advised annually of this Policy and execute a Disclosure Statement which will be submitted to, and reviewed by, the Office of Legal Affairs and Corporate Compliance/ Chief Compliance, Privacy and Ethics Officer.
 - 6.5.1 6.4.1 Any duality of interest or possible conflict of interest on the part of any governing board member should be disclosed to the other members of the board and made a matter of record either through an annual procedure or when the interest becomes a matter of board action.
 - 6.5.2 Any governing board member having a duality of interest or possible conflict of interest on any matter should not vote or use his/her personal influence on the matter, and s/he should not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the presence or absence of a quorum.
- 6.6 This Policy shall be posted on ITWEB and a global e-mail sent requiring all Responsible Persons to review this new Policy and complete the Conflict Disclosure Statement in the event a conflict may exist and submit the report to Human Resources. Thereafter only if the Responsible Person's circumstances change necessitating disclosure shall a new Conflict Disclosure Statement be required of non-medical staff.
- 6.7 Policy Makers. Pursuant to the Guidelines for Determination of Persons in Policy Making Positions as formulated by JCOPE (Executive Law §94), the appointing authority shall file a written statement with the Commission by the last day of February of each year containing the name, title and home address of each person who holds a policy making position in that state agency as determined by the appointing authority. Such appointing authority shall file an amended written statement with the Commission within 30 days after the undertaking of policy making responsibilities by a new employee or by an employee whose name did

not appear on the most recent written submission. The amended statement shall contain the name, title and home address of such employee. Each appointing authority shall notify each employee in writing whom he or she designated as policy making in accordance with these guidelines.

- 6.8 Training. Responsible Persons engaged in Research shall receive training on this policy prior to engaging in such Research and at least every four (4) years thereafter, unless otherwise required by law.
- 6.9 Violations of the Conflict of Interest Policy. Prompt, appropriate and equitable corrective action will be taken concerning any activities considered to involve a Conflict of Interest. Violation of this Policy by a Responsible Person is grounds for disciplinary action, up to and including termination of employment or association with NHCC, in accordance with the disciplinary procedures applicable to the respective Responsible Person. A NHCC employee who accepts a Gift, or fails to file a financial disclosure report in violation of this Policy, could be subject to a civil penalty of up to \$40,000, and be criminally charged with a Class A misdemeanor. For current enforcement actions which are published on JCOPE's website go to: <http://www.jcope.ny.gov/>.
- 6.10 Disclosure. NHCC reserves the right to disclose information submitted to it pursuant to this policy when such disclosure is required by law (including but not limited to funding applications and proposals and compliance with state or federal funding disclosure requirements).
- 6.11 Any questions about this Conflict of Interest Policy or the documentation described above may be directed to the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.

NHCC SYSTEM

Conflicts Disclosure Statement

Instructions: If you do not initial all the Attestations with the first letters of your first and last name below indicating agreement, then you must complete the Disclosure of Interest section further below. In addition, please sign and date the certification below.

Attestations:

- I hereby acknowledge that I have been provided a copy of NHCC's Conflict of Interest Policy and have carefully read, understand and will comply with its requirements.
- I hereby attest that neither I nor any member of my Family now has any Financial Interest, as defined in NHCC's Conflict of Interest Policy, in any organization or enterprise with which NHCC has done or now does business, any interest in any business transaction involving NHCC (other than the compensation I may receive as an employee of NHCC), or any entity that has interest (including, but not limited to, a patent, trademark, copyright, or licensing agreement) in any Research activity (including by not limited to a drug, biologic product, or device involved in a Research activities).
- I hereby attest that I am not employed in a position nor am involved in or have an outside interest outside NHCC that constitutes (or potentially constitutes) a conflict of interest.
- I hereby attest that I am not aware of any other matter that would constitute a conflict of interest.

Disclosure of Interest: In the space below, please disclose the names of all organizations in which you or members of your Family may have a leadership position (director, officer or executive position) or an ownership interest. In each case, specify the nature of the interest and, as necessary, the relationship to you of the individual, organization or entity having the interest. Attach additional sheets as necessary.

1. Leadership Position - I, or a member of my Family serve(s) as a director, officer, or in an executive position of the following organizations:

2. Ownership Interests - I, or a member of my Family, have (has) a partnership or other ownership interest of more than 5% in the following organizations:

3. Other Interests or Relationships - I, or a member of my Family, have (has) a relationship with another organization that may result in a conflict of interest, as follows: (examples include consulting, royalty, marketing, or other arrangements with current or potential NHCC vendors, conflicts with current or planned Research activities, as well as any outside activities, such as private employment, profession or business activities, from which more than \$1,000 compensation is received or anticipated to be received)

Approved Date: 9/27/2018
Effective Date: 9/27/2018

Next Review Date: 9/27/2020

Certification

I hereby certify that this accurately and completely describes, to the best of my knowledge and belief, all financial and other interests, which are required to be reported under the provisions of this Policy. I understand that I have an ongoing obligation to report any conflicts of interest that may become known to me during the course of the year.

Printed Name

Signature

Department & Facility

Date:

If you have any questions, please do not hesitate to call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.



**Nassau University Medical Center
A. Holly Patterson Extended Care Facility
Family Health Centers**

Dear NHCC Staff: _____

In order to maintain compliance with the New York State Commission on Public Integrity, all NHCC staff are required to report any Honoraria received to the NHCC Department of Human Resources. Generally, Honoraria means a speaking fee, payments received for writing an article or reimbursement for travel unrelated to official NHCC duties. In order for any compensation to be considered Honoraria, it must be unrelated to your official NHCC employment or duties, regardless of who paid the compensation. The current reporting year for Honoraria is April 1, 20__ to March 31, 20__.

If you have not received any Honoraria during the reporting year, there is no need to take any action; however, if you have received Honoraria, you must provide the following information in connection with each Honorarium to kbowen@numc.edu or NHCC Department of Human Resources, Box 8 ATTN: Kasi Bowen by _____:

- Your Name and Title
- Date of Honoraria
- Sources of Honoraria
- Description, Nature and Location of Activity
- Amount of Honoraria
- If applicable, the NHCC Supervisor who approved the Honoraria

More information about the rules and regulations concerning Honoraria can be found on the New York State Public Integrity Website at <http://www.jcope.ny.gov/>. Specific questions may be directed to NHCC Chief Compliance, Privacy and Ethics Officer Megan C. Ryan, Esq. (516) 296-2389. Thank you for your cooperation.

Sincerely,

Maureen Roarty
Senior Vice President of Human Resources

Approved Date: 9/27/2018
Effective Date: 9/27/2018

Next Review Date: 9/27/2020

Form 2814
 (12/87)

State of New York
 Department of Health
 Office of Primary Care and Health Systems Management

Critical Bed - Total	549
AIDS	37
Burns Care	10
Chemical Dependence - Rehabilitation	10
Chemical Dependence - Beyond Care	23
Convalescent	11
Intensive Care	23
Mentally	29
Medical / Surgical	153
Neonatal Intensive Care	11
Neonatal Intermediate Care	6
Neonatal	9
Podiatric	16
Podiatric (C)	6
Physical Medicine and Rehabilitation	23
Prisoner	
Psychiatric	

OPERATING CERTIFICATE
 Hospital

Nassau University Medical Center
 220 Hempstead Turnpike
 East Meadow, New York 11554

Operator: Nassau Health Care Corporation
 Operator Class: Public Agency

Has been granted this Operating Certificate pursuant to Article 29 of the Public Health Law for the services specified.

AIDS	AIDS Center	Ambulance	Ambulatory Surgery - Multi Specialty	Adults by OP
Burns Care	Burns Care	Cardiac Catheterization - Adult Diagnostic	Certified Medical Health Services OP	Chemical Dependence - Detoxification
Chemical Dependence - Rehabilitation	Chemical Dependence - Withdrawal OP	Child Full Time Services	Child Laboratory Service	Convalescent
Emergency Department	Emergency Department	Home Personal Diabetic Training and Support	Home Care	Level III Rehabilitation
General	General	Medical Services - Other Medical Specialties	Medical Services - Other Specialty	Medical Services - Specialty
Neonatal Intensive Care	Neonatal Intensive Care	Neonatal Intermediate Care	Neonatal Intermediate Care	Neonatal Intermediate Care
Podiatric	Podiatric	Podiatric - Foot Care	Podiatric - Foot Care	Podiatric
Podiatric (C)	Podiatric (C)	Podiatric - Foot Care	Podiatric - Foot Care	Podiatric
Physical Medicine and Rehabilitation	Physical Medicine and Rehabilitation	Therapy - Physical OP	Therapy - Physical OP	Therapy - Physical OP

(Other Authorized Locations)
 Hospital Extension Clinic
 WCHC Elderly Center - A Elderly Persons Care and Care Facility
 1000 West Avenue B Building, 2nd Floor
 East Meadow, New York 11554
 Mobile Hospital Extension Clinic
 Mobile X-ray Radiography
 220 Hempstead Turnpike
 East Meadow, New York 11554

2814274
 Deputy Director, Office of Primary Care and Health Systems Management

David J. ...
 Director

This certificate must be conspicuously displayed on the premises.

Our Imprints

Facility ID
Certificate No.

0752
2950602H

State of New York
Department of Health
Office of Primary Care and Health Systems Management

OPERATING CERTIFICATE

Mobile Hospital Extension Clinic

Mobile Van Mammography

2201 Hempstead Turnpike
East Meadow, New York 11554

Operator: Nassau Health Care Corporation
Operator Class: Public County

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law to operate an Extension
Clinic at the above site for the service(s) specified.

Medical Services - Other Medical
Specialties

Effective Date: 06/01/11
Expiration Date: 06/01/11

20150910


Deputy Director Office of Primary Care and
Health Systems Management

Facsimile

Commissioner

This certificate must be conspicuously displayed on the premises.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nassau Health Care Corporation

Address: 2201 Hempstead Turnpike

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11561

Country: _____

2. Entity's Vendor Identification Number: 113465690

3. Type of Business: Public Corp (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):

First Name Warren
Last Name Zysman
MI D Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member of Board

First Name Frank
Last Name Saracino
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member of Board

First Name Maureen
Last Name Roarty
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Executive Vice President, Human Resources

First Name Linda
Last Name Reed
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: QC Zip/Postal Code: [REDACTED]
Country US

Position Member of Board
First Name Waylyn
Last Name Hobbs
MI Suffix Jr.
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Board Member

First Name Russell
Last Name Caprioli
MI Suffix
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member of Board

First Name Megan
Last Name Ryan
MI C Suffix
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country US
Position Executive Vice President, General Counsel

First Name Victor
Last Name Gallo
MI A Suffix
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member of Board

First Name Robert
Last Name Heatley
MI S Suffix
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country US
Position Executive Vice President, Business Development and Ambulatory Services

First Name Jan
Last Name Figueira
MI R Suffix
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Board Member

First Name Martin
Last Name Glennon
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Board Member

First Name Robert
Last Name Detor
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Chairman of Board

First Name Bobby
Last Name Kalotee
MI K Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member of Board

First Name Anthony
Last Name Boutin
MI _____ Suffix _____
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country US
Position Chief Medical Officer

First Name John
Last Name Maher
MI P Suffix _____
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country US
Position Executive Vice President, Chief Financial Officer

First Name Giuseppe
Last Name Caruso
MI _____ Suffix _____
Address [REDACTED]
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country US
Position Member of Board

First Name Janice
Last Name Pateres
MI _____ Suffix _____
Address 2201 Hempstead Turnpike
City East Meadow State/Province/Territory: NY Zip/Postal Code: 11554
Country US
Position Executive Vice President of Nursing / Chief Nursing Officer

First Name Steven
Last Name Cohn
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: NY Zip/Postal Code: _____
Country US
Position Member of Board

First Name John
Last Name Sardelis
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: NY Zip/Postal Code: _____
Country US
Position Member of Board

First Name Michael
Last Name DeLuca
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: NY Zip/Postal Code: 1_____
Country US
Position Member of Board

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.

If none, explain.

Nassau Health Care Corporation ("NHCC") is a public benefit corporation created pursuant to Public Authorities Law section 3401 et seq, and as such has no shareholders/principals

No shareholders, members, or partners have been attached to this form.

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.

Nassau Health Care Foundation, Inc. (New York not-for-profit corporation) has a continuous contract with NHCC to provide services to NHCC.

Nassau Queens Performing Provider System, LLC ("NQP") is the entity that is implementing the New York State Delivery System Incentive Program ("DSRIP") in Nassau County and a portion of Queens, and has contracts with New York State.

NHCC, Ltd., organized under the Companies Law of Cayman Islands, is the malpractice insurance carrier for NHCC.

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.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

Electronically signed and certified at the date and time indicated by:
Megan C. Ryan, Esq. [PORTAL@NUMC.EDU]

Dated: 01/27/2020 03:17:14 PM

Title: Executive Vice President/ General Counsel

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Nassau County Probation Department** (the "Department"), having its principal office at 400 County Seat Drive, Mineola, New York 11501, and (ii) **Nassau Health Care Corporation**, a public benefit corporation, with offices located at 2201 Hempstead Turnpike, East Meadow, New York, (the "Contractor" or "NHCC").

WITNESSETH:

WHEREAS, the County desires to arrange for the provision of medical, behavioral and other health related services for the residents of the Juvenile Detention Center ("JDC" or "Center") by the Contractor; and

WHEREAS, the County is responsible for the detention of alleged/convicted adolescent offenders, juvenile delinquents and designated felons in a specialized secure detention facility, certified by OCFS/Commission of Correction, with specially trained staff, which said facility shall be jointly administered by the County's detention agency and the Sheriff (County Law 218-A(6)); and

WHEREAS, the County desires to hire the Contractor and the Contractor desires to perform the services described in this Agreement; and

WHEREAS, NHCC is capable and willing to enter into an agreement with the Probation Department to provide such services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2013, shall terminate on September 30, 2018.

2. Services. (a) NHCC shall provide certain Jail-based, Hospital-based and Ancillary Services as described herein pursuant to Executive Law section 503(9), and the regulations promulgated pursuant thereto. Such services to be provided by the Contractor under this Agreement shall consist of medical, dental, behavioral, nutritional and other services as required for the residents of the JDC as requested by the Center, and as further described in Appendix B (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount that the County shall pay the Contractor as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall not exceed: Forty Nine Thousand One Hundred and Forty-Nine (\$49,149.00)

(i) For the period commencing January 1, 2013 through December 31, 2013, Four Thousand Eight Hundred and Thirty-Five (\$4,835.00) Dollars paid in arrears in accordance

with paragraph (h) below.

- (ii) For the period commencing January 1, 2014 through December 31, 2014, Seventeen Thousand Six Hundred and Seventy -Three (\$17,673.00) Dollars paid in arrears in accordance with paragraph (h) below.
- (iii) For the period commencing January 1, 2015 through December 31, 2015, Eight Thousand Six Hundred and Fifty- Eight (\$8,658.00) Dollars paid in arrears in accordance with paragraph (h) below.
- (iv) For the period commencing January 1, 2016 through December 31, 2016, Eight Thousand Three Hundred and Eighty-Two (\$8,382.00) Dollars paid in arrears in accordance with paragraph (h) below.
- (v) For the period commencing January 1, 2017 through December 31, 2017, Four Thousand Eight Hundred and Fifty-Nine (\$4,859.00) Dollars paid in arrears in accordance with paragraph (h) below.
- (vi) For the period commencing January 1, 2018 through September 30, 2018, Four Thousand Seven Hundred and Forty-Two (\$4,742.00) Dollars paid in arrears in accordance with paragraph (h) below.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement from the State or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligation to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(g) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of

termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(h) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

- (i) Health Care Provider visits to the Center will be billed at One Hundred and Thirty-Three Dollars (\$133.00) per hour including travel time.
- (ii) Psychiatrist visits to the Center will be billed at One Hundred and Fifty Dollars (\$150.00) per hour including travel.
- (iii) All inpatient services provided at the Contractor's facility shall be billed at an amount no greater than the current Medicaid rate as published by the New York State Department of Health plus the mandated New York State HRCA surcharge. All outpatient services provided at the Contractor's facility shall be

billed at the market rate as outlines in the Successor Agreement between the County and NHCC plus the mandated New York State HRCA surcharge. The current market rate is fifty percent (50%) of the rate cited in Exhibit "A" attached hereto. The current New York State HRCA surcharge is 6.45%. Accordingly, the Contractor shall submit Vouchers which itemize each fee charged.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this

Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or

proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and

void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least ninety (90) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) 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.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

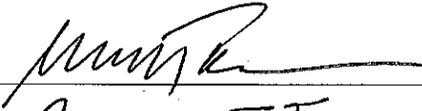
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

NASSAU HEALTH CARE CORPORATION

By: 

Name: George J Tsunis

Title: Chairman of NACC Board of Directors

Date: 10/3/19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBES") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBES and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The ~~chief executive officer~~ ^{Chairman of the Board of Directors} of the Contractor is:
George J. Tsunis (Name)
2201 Hempstead Tpke. East Meadow, NY 11554 (Address)
(516) 572-5769 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

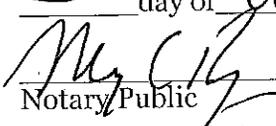
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/3/19
Dated


Signature of ~~Chief Executive Officer~~
Chairman of the Board of Directors
George J. Tsunis
Name of ~~Chief Executive Officer~~
Chairman of the Board of Directors

Sworn to before me this

3rd day of October, 2019


Notary Public

MEGAN C RYAN
NOTARY PUBLIC STATE OF NY
NO 02RY6142488
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 3/23/22

Nassau University Medical Center
 Charge Description Master - 2012
 Attachment A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
0302	0302001	L.R. Nst/Oct Intl Te	59025	\$ 508.20	920
0302	0302002	L.R. Nst/Oct Sbsq Te	59025	\$ 290.40	920
0302	0302050	Antepartume Care Only	59426	\$ 1,548.00	720
0401	0401001	P-F Spromtry Vol Vnt	94010	\$ 178.85	460
0401	0401002	Spirometry Bef&Aft Bronchdilat	94060	\$ 394.50	460
0401	0401003	P-F Lung Vol N Or H	94240	\$ 157.81	460
0401	0401004	P-F Thor Gas Vol	94260	\$ 178.85	460
0401	0401005	P-F Diffus(Sln.Brth)	94720	\$ 336.62	460
0401	0401006	P-F Flow Vol Loop	94375	\$ 268.26	460
0401	0401007	P-F Sngl Brth N W&Cv	94370	\$ 592.62	460
0401	0401008	P-F Vol Flow Anlysis	94375	\$ 403.26	460
0401	0401010	P-F Compliance Study	94750	\$ 1,334.26	460
0401	0401011	P-F Open Cir Gas Anl	94681	\$ 403.26	460
0401	0401012	P-F Art Punc&Bld Col	36600	\$ 198.13	761
0401	0401013	P-F Intr Arterial Ca	36620	\$ 298.07	761
0401	0401014	P-F Lab Bld Gas Anal	82803	\$ 157.81	300
0401	0401015	P-F Art B/Gas Interp	82803	\$ 84.17	300
0401	0401016	P-F Larynx&Trachescpy	31515	\$ 1,122.00	761
0401	0401017	P-F Bronchoscopy	31622	\$ 1,183.48	761
0401	0401018	P-F Brnchscopy&Brshng	31622	\$ 1,381.60	761
0401	0401019	P-F Brnchscopy&Blopsy	31625	\$ 1,381.60	761
0401	0401020	P-F Brnc&Blp&Brshng	31625	\$ 1,381.60	761
0401	0401021	P-F Brnch&Trnsb Blp	31628	\$ 1,381.60	761
0401	0401022	P-F Trnsthor Ne Blp	32405	\$ 495.00	761
0401	0401023	P-F Pleural Biopsy	32400	\$ 495.00	761
0401	0401024	P-F Pleuroscopy	32422	\$ 1,751.53	761
0401	0401025	P-F Pl Fl Ph A&Inter	83986	\$ 163.06	300
0401	0401028	P-F Shunt Study	82080	\$ 355.91	460
0401	0401029	P-F Co2 Stimul Test	94400	\$ 803.00	460
0401	0401030	P-F Co2 Stm Tstw/Mop	94400	\$ 1,066.01	460
0401	0401031	P-F Carbxy Hemog Lul	82375	\$ 268.26	300
0401	0401032	P-F P50 DetermIn	82820	\$ 592.62	300
0401	0401033	P-F Bmr-Basal Met Rt	94680	\$ 592.62	460
0401	0401034	P-F Bronc Provac Tst	94070	\$ 631.19	460
0401	0401035	P-F Thoracentesis	32421	\$ 534.76	761
0401	0401036	P-F Trach Tbe/Button	99211	\$ 135.01	460
0401	0401037	P-F Trach Tbe Change	99211	\$ 268.26	460
0401	0401039	P-F Exerdse Study	94620	\$ 788.99	460
0401	0401041	P-F Exr Study W/Abg	94250	\$ 987.10	460
0401	0401042	P-F Inspr Frce&Vtl C	94799	\$ 198.13	460
0401	0401043	P-F Expir Flow Rt-Pk	94799	\$ 72.60	460
0401	0401044	P-F Brnc&Trnsb Neasp	31629	\$ 1,381.60	761
0401	0401045	P-F Insert Cath Vein	36489	\$	761
0401	0401046	P-F Lungfunc Mbc/Mvv	94200	\$ 140.27	460
0401	0401047	P-F Meas Airflow Res	94360	\$ 219.16	460
0401	0401048	P-F Airway Inhal Trt	94640	\$ 99.94	412
0401	0401051	P-F Pos Airway Press	94660	\$ 173.57	410
0401	0401053	P-F Sleep Apnea Study	95807	\$ 1,268.47	460
0401	0401054	P-F Pulse Oximetry Single	94760	\$ 72.60	460
0401	0401055	P-F Pulse Oximetry Multiple	94761	\$ 108.90	460

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
0302	0302001	L.R. Nst/Oct Intl Te	59025	\$ 508.20	920
0302	0302002	L.R. Nst/Oct Sbsq Te	59025	\$ 290.40	920
0302	0302050	Antepartume Care Only	59426	\$ 1,548.00	720
0401	0401001	P-F Spromtry Vol Vnt	94010	\$ 178.85	460
0401	0401002	Spirometry Bef&Aft Bronchdilal	94060	\$ 394.50	460
0401	0401003	P-F Lung Vol N Or H	94240	\$ 157.81	460
0401	0401004	P-F Thor Gas Vol	94260	\$ 178.85	460
0401	0401005	P-F Diffus(Sln.Brth)	94720	\$ 336.62	460
0401	0401006	P-F Flow Vol Loop	94375	\$ 268.26	460
0401	0401007	P-F Sngl Brth N W&Cv	94370	\$ 592.62	460
0401	0401008		94375	\$ 403.26	460
0401	0401010		94750	\$ 1,334.26	460
0401	0401011		94681	\$ 403.26	460
0401	0401012		36600	\$ 198.13	761
0401	0401013		36620	\$ 298.07	761
0401	0401014		82803	\$ 157.81	300
0401	0401015		82803	\$ 84.17	300
0401	0401016		31515	\$ 1,122.00	761
0401	0401017		31622	\$ 1,183.48	761
0401	0401018		31622	\$ 1,381.60	761
0401	0401019		31625	\$ 1,381.60	761
0401	0401020		31625	\$ 1,381.60	761
0401	0401021		31628	\$ 1,381.60	761
0401	0401022		32405	\$ 495.00	761
0401	0401023		32400	\$ 495.00	761
0401	0401024		32422	\$ 1,751.53	761
0401	0401025		83986	\$ 163.06	300
0401	0401028	P-F Shunt Study	82080	\$ 355.91	460
0401	0401029	P-F Co2 Stimul Test	94400	\$ 803.00	460
0401	0401030	P-F Co2 Stm Tstw/Mop	94400	\$ 1,066.01	460
0401	0401031	P-F Carbxy Hemog Lul	82375	\$ 268.26	300
0401	0401032	P-F P50 Determin	82820	\$ 592.62	300
0401	0401033	P-F Bmr-Basal Met Rt	94680	\$ 592.62	460
0401	0401034	P-F Bronc Provac Tst	94070	\$ 631.19	460
0401	0401035	P-F Thoracentesis	32421	\$ 534.76	761
0401	0401036	P-F Trach Tbe/Button	99211	\$ 135.01	460
0401	0401037	P-F Trach Tbe Change	99211	\$ 268.26	460
0401	0401039	P-F Exercise Study	94620	\$ 788.99	460
0401	0401041	P-F Exr Study W/Abg	94250	\$ 987.10	460
0401	0401042	P-F Inspr Frce&Vtl C	94799	\$ 198.13	460
0401	0401043	P-F Expir Flow Rt-PK	94799	\$ 72.60	460
0401	0401044	P-F Brnc&Trnsb Neasp	31629	\$ 1,381.60	761
0401	0401045	P-F Insert Cath Vein	36489	\$ -	761
0401	0401046	P-F Lungfunc Mbc/Mvv	94200	\$ 140.27	460
0401	0401047	P-F Meas Airflow Res	94360	\$ 219.16	460
0401	0401048	P-F Airway Inhal Trt	94640	\$ 99.94	412
0401	0401051	P-F Pos Airway Press	94660	\$ 173.57	410
0401	0401053	P-F Sleep Apnea Study	95807	\$ 1,268.47	460
0401	0401054	P-F Pulse Oximetry Single	94760	\$ 72.60	460
0401	0401055	P-F Pulse Oximetry Multiple	94761	\$ 108.90	460

*E- gave for
 Probation Dept
 Health Corp.*

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
0401	0401056	P-F Pulse Oximetry Overnight	94762	\$ 145.20	460
0401	0401057	P-F Neg Press Ventllation, Cnp	94662	\$ 178.20	410
0401	0401058	P-F Breathing Capacity Test	94010	\$ 198.00	460
0401	0401059	P-F Evaluation Of Wheezing	94060	\$ 264.00	460
0401	0401060	P-F Blood Gas Analysis	94700	\$ 396.00	450
0401	0401061	P-F Pulmonary Service/Procedur	94799	\$ 132.00	460
0401	0401062	Occ Health Pulm Function Test	94010	\$ 42.00	#Deleted
0401	0401063	Occ Health Fit Test	94799	\$ 48.00	#Deleted
0401	0401064	Tracheostomy, Planned	31600	\$ 540.00	764
0401	0401065	Transtracheal Introduction	31730	\$ 210.00	761
0401	0401066	Thoracoscopy Dx;Lngs&PI W/O Bx	32601	\$ 510.00	761
0401	0401067	Thoracoscopy Dx;Lungs&PI W/Bx	32602	\$ 540.00	761
0401	0401068	Thoracoscopy Surg W/Pleurodes	32650	\$ 1,080.00	761
0501	0501002	Amb Patient Transprt	A0425	\$	542
0501	0501003	Amb Basic Life Suppt Per Mile	A0425	\$ 13.20	#Deleted
0501	0501004	Amb Advanc Life Suppt Per Mile	A0425	\$ 13.20	#Deleted
0501	0501005	Amb Als Non-Emerg Trans Lvl 1	A0426	\$ 808.80	#Deleted
0501	0501006	Amb Als Emerg Trans Level 1	A0427	\$ 808.80	#Deleted
0501	0501007	Amb Bls Non-Emerg Transport	A0428	\$ 588.00	#Deleted
0501	0501008	Amb Bls Emergency Transport	A0429	\$ 588.00	#Deleted
0501	0501009	Amb Adv Life Support Level 2	A0433	\$ 808.80	#Deleted
0501	0501010	Amb Specialty Care Transport	A0434	\$ 808.80	#Deleted
0501	0501011	Amb Noncovd Mileage Per Mile	A0888	\$ 13.20	#Deleted
0701	0701001	Ekg	93005	\$ 106.96	730
0701	0701002	Ekg Ecg Stress Test	93017	\$ 403.26	482
0701	0701003	Ekg Trnsthrac Echo Not Congen	93307	\$ 363.00	480
0701	0701004	Ekg Holter Monitor	93225	\$ 275.27	730
0701	0701005	Ekg Phonocardiogram	93202	\$ 192.86	730
0701	0701006	Ekg Vectorcardiogram	93221	\$ 138.50	730
0701	0701007	Ekg Ecg Str Tst-Ef	93017	\$ 145.20	482
0701	0701008	Ekg Echocdgm Eq Fee	93307	\$ 363.00	480
0701	0701009	Ekg Hol Mon Eqt Fee	93225	\$ 206.89	730
0701	0701010	Ekg Read & Interpret	93005	\$ 39.60	730
0701	0701011	Ekg Telemetry Montr	93268	\$ 297.00	730
0701	0701012	Single Chamber Transmit	93736	\$ 271.76	921
0701	0701013	Ekg Dual Chmbr Trnsm	93280	\$ 366.44	730
0701	0701014	Dual Chamber Transmit	93733	\$ 429.55	921
0701	0701015	Ekg Finger Electrode	93731	\$ 79.20	730
0701	0701304	Ekg Tel Pace Surv	93731	\$ 106.96	921
0702	0702001	Ekg (12 Leads)	93005	\$ 63.12	730
0702	0702002	Ekg Ecg Stress Test	93017	\$ 266.50	482
0702	0702003	Ekg Thal. Stress Test	93017	\$ 266.50	482
0702	0702004	Ekg Ecg Rhythm Strip	93041	\$ 171.60	730
0702	0702005	Ekg Phonocard W/Ecg	93202	\$ 212.15	730
0702	0702006	Ekg Intracard Phoncd	93202	\$ 1,060.74	730
0702	0702007	Ekg Vectorcard W/Ecg	93221	\$ 84.17	730
0702	0702008	Ekg Holter Monitor	93225	\$ 361.19	731
0702	0702009	Ekg Echocard M Mode	93307	\$ 363.00	480
0702	0702010	Ekg Echocard-Realtime	93308	\$ 363.00	480
0702	0702011	Ekg Echocrd M+realtm	93307	\$ 424.30	480

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
0702	0702012	Ekg Dopplr Echo Puls/Cont Wave	93320	\$ 531.25	480
0702	0702013	Ekg Rd/Int Hlth	93005	\$ 39.60	730
0702	0702014	Ekg Telemetry Montr	93268	\$ 297.00	730
0702	0702015	Echocrd/Transesophagl W/Probe	93312	\$ 822.30	480
0702	0702016	Picmt Of Transesoph Probe Only	93313	\$ 448.80	480
0702	0702017	Imag Acquis Interp&Report Only	93314	\$ 685.52	480
0702	0702018	Doppler Echo Color Flow	93325	\$ 478.66	480
0702	0702019	Echocrd Rest&Stress W/Mon&Intrp	93350	\$ 1,095.82	480
0702	0702020	Ekg Signal Avg Electrocardlogr	93278	\$ 280.52	730
0702	0702021	Ekg Occ Health Ekg	93005	\$ 49.69	730
0702	0702022	Ekg Rhythm Ecg With Report	93040	\$ 66.00	730
0702	0702023	Ekg Ecg Monitor/Report, 24 Hrs	93224	\$ 363.00	730
0702	0702024	Ekg Ecg Monitor/Report, 24 Hrs	93230	\$ 363.00	730
0702	0702025	Ekg Echo Transesophageal	93316	\$ 825.00	480
0702	0702026	Ekg Cardiovascular Stress Test	93015	\$ 264.00	480
0702	0702027	Ekg Rhythm Ecg, Report	93042	\$ 171.60	730
0702	0702028	Ekg Ecg Monitor/Report, 24 Hrs	93235	\$ 297.00	730
0702	0702029	Ekg Echo Exam Of Heart	93307	\$ 363.00	480
0702	0702030	Ekg Echo Transthoracic	93350	\$ 1,122.00	480
0702	0702031	Ekg Trnsthrac Echo Congen Anom	93303	\$ 211.54	480
0702	0702032	Ekg Transthoracic Echo Limited	93304	\$ 94.38	480
0702	0702033	Ekg Analyze Pacemaker System	93732	\$ 42.00	921
0702	0702034	Ekg Routine Ecg W/Interp&Rept	93000	\$ 72.00	730
0702	0702035	Tte W/Doppler, Complete	93306	\$ 1,374.00	480
0702	0702036	Inj Perflutren Lip Micros,Ml	Q9957	\$ 111.76	250
0702	0702037	Tte W Or Wo Fol Wcon,Doppler	C8929	\$ 1,020.00	480
0702	0702038	Tte W Or W/O Contr,Cont Ecg	C8930	\$ 1,020.00	480
0702	0702039	Echocard Doppler Cont Wave F/U	93321	\$ 456.00	480
0702	0702040	Card Stress Tst,No Md,Rpt Only	93018	\$ 144.00	482
0702	0702041	Echo Bubble Study	96374	\$ 120.00	260
0801	0801001	Eeg	95816	\$ 301.57	740
0801	0801002	Echo	95999	\$ 138.50	740
0801	0801003	Electronstagnogram	95999	\$ 208.64	740
0801	0801004	Emg - Simple 1 Extrm	95860	\$ 277.03	922
0801	0801005	Emg Cmplx More Th1ex	95861	\$ 333.13	922
0801	0801006	Emg 1 Extremity	95860	\$ 417.29	922
0801	0801007	Emg 2 Extremities	95861	\$ 473.39	922
0801	0801008	Emg 3 Extremities	95863	\$ 527.75	922
0801	0801009	Emg 4 Extremities	95864	\$ 582.10	922
0801	0801010	Emg Snsry Nv Cnd/Nve	95904	\$ 99.00	922
0801	0801011	Emg Mtr Nv Cond/Nve	95900	\$ 96.43	922
0801	0801012	Emg Lte Resp/Nerve	95999	\$ 96.43	740
0801	0801013	Emg Evkd Resp Visual	95930	\$ 417.29	922
0801	0801014	Emg Evkd Resp Audtry	92585	\$ 417.29	470
0801	0801015	Emg Repetitive Tstng	95937	\$ 277.03	922
0801	0801016	Emg Tension Testing	95857	\$ 138.50	740
0801	0801017	Eeg-Cctv	95951	\$ 1,386.00	740
0801	0801018	Emg Somatosens Test	95925	\$ 237.60	922
0802	0802001	Emg 1 Extremity	95860	\$ 417.29	922
0802	0802002	Emg 2 Extremities	95861	\$ 473.39	922

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
0802	0802003	Emg 3 Extremities	95863	\$ 527.75	922
0802	0802004	Emg 4 Extremities	95864	\$ 582.10	922
0802	0802005	Emg Snsry Nv Cnd/Nve	95904	\$ 99.00	922
0802	0802006	Emg Mtr Nv Cond/Nve W/O F Wave	95900	\$ 96.43	922
0802	0802007	Emg Lte Resp / Nerve	95999	\$ 96.43	740
0802	0802008	Emg Evkd Resp Visual	95930	\$ 417.29	922
0802	0802009	Emg Evkd Resp Audtry	92585	\$ 417.29	470
0802	0802010	Emg Repetitive Tstng	95937	\$ 277.03	922
0802	0802012	Emg Somatosens Test	95925	\$ 237.60	922
0802	0802013	Emg Cran Nrv Musc Un	95867	\$ 291.06	922
0802	0802014	Emg Cran Nrv Musc Bl	95868	\$ 354.17	922
0802	0802015	Emg Lim Stdy 1 Muscl	95869	\$ 166.56	922
0802	0802016	Emg Blink Reflex Test	95933	\$ 340.15	740
0802	0802017	Carotid Doppler/Ultrasnd Study	93880	\$ 316.80	921
0802	0802018	Emg Mtr Nv Cond/Nve W/ F Wave	95903	\$ 131.50	922
0802	0802019	H-Reflex Amp/Latncy Gastro/Sol	95934	\$ 262.99	922
0802	0802020	H-Reflex Amp/Latncy Non Gastro	95936	\$ 237.60	922
0802	0802021	Electroencephalogram (Eeg)	95819	\$ 303.60	740
0802	0802022	Eeg Long Term Monitor 1/2 Day	95951	\$ 780.00	#Deleted
0802	0802023	Eeg Long Term Monitor Full Day	95951	\$ 1,560.00	#Deleted
0802	0802024	Eeg Video Monitor Overnight	95951	\$ 1,560.00	749
0803	0803001	Eeg-Cctv	95951	\$ 1,385.00	740
1203	1203001	Card Artlns W/Cth Ic D 5/27/93	93850	\$	469
1203	1203002	Card Artlns W/Cth Lb D 5/27/93	93850	\$	469
1203	1203003	Card Ekg Rd/Int Hlth	93005	\$ 39.60	730
1203	1203004	Card Std Transmitter	93280	\$ 435.60	469
1203	1203005	Card Perlocard.Initl	33010	\$ 673.20	761
1203	1203006	Card Perlocard.Subsq	33011	\$ 673.20	761
1203	1203007	Card Foreign Bdy Rem	75961	\$ 757.40	320
1203	1203008	Countershock (Cardioversion)	92960	\$ 217.80	480
1203	1203009	Card Ergonovine Test	93024	\$ 838.20	730
1203	1203010	Card Systolic Tm Int	93784	\$ 336.60	480
1203	1203011	Card Flouroscopy	76000	\$ 221.50	320
1203	1203012	Card Rt Hrt Cath-Lab	93501	\$ 2,112.00	480
1203	1203013	Card Rt Hrt Cath-Icu	93501	\$ 2,112.00	480
1203	1203014	Card Endocard Biopsy	93505	\$ 2,112.00	480
1203	1203015	Card Left Heart Cath	93454	\$ 2,904.00	480
1203	1203016	Card Rt&Lft Hrt Cath	93526	\$ 2,904.00	480
1203	1203017	Card Int-Aort Baloon	93536	\$ 2,112.00	480
1203	1203018	Card Ventrclgrphy-Rt	93603	\$ 792.00	480
1203	1203019	Card Ventrclgrphy-Lt	93622	\$ 792.00	480
1203	1203020	Card Aortography	93544	\$ 435.60	480
1203	1203021	Card Coron Anglogrph	93452	\$ 1,927.20	480
1203	1203022	Lt Cth,Vnt&Coron An	93510	\$ 3,597.00	480
1203	1203023	Lt Cth,Vnt&Coron An2 D 11/6/92	93510	\$	469
1203	1203024	Lt Cth,Vnt,An&Aor R	93514	\$ 4,032.60	480
1203	1203025	Lt Cth,Vnt,An&Aor R2 D 11/6/92	93514	\$	480
1203	1203026	Rt/Lt Cth,Ang&Lt Vt	93526	\$ 4,455.00	480
1203	1203027	Rt/Lt Cth,Ang&Lt Vt2 D 11/6/92	93526	\$	469
1203	1203028	Card Output Dilution	93561	\$ 283.80	480

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1203	1203029	Card His Bundle	93600	\$ 2,230.80	480
1203	1203030	Card Intr-Atrial Rec	93602	\$ 2,230.80	480
1203	1203031	Card Intr-Vent Recrd	93622	\$ 2,230.80	480
1203	1203032	Comb Intrcard Record	93786	\$ 2,230.80	480
1203	1203033	Card Intr-Atrl Pacng	93610	\$ 792.00	480
1203	1203034	Card Intr-Vnt Pacing	93612	\$ 792.00	480
1203	1203035	Card His Bundl Pace	93600	\$ 2,230.80	480
1203	1203036	Arhythmia Elec Pace	93618	\$ 4,191.00	480
1203	1203037	Arhythmia Elec Pace2 D 11/6/92	93618	\$	469
1203	1203038	Arhyth Elec Pace-Lim	93618	\$ 2,230.80	480
1203	1203039	Dual Chbr Ana.Inhous	93731	\$ 79.20	921
1203	1203040	Dual Chbr W/Reprogrm	93732	\$ 217.80	921
1203	1203041	Dual Chbr Teletrans	93293	\$ 79.20	921
1203	1203042	Electrc Anal.Inhous	93288	\$ 66.00	921
1203	1203043	Elec Anal.W/Reprogrm	93735	\$ 217.80	921
1203	1203044	Elec Anal. Teletrans	93293	\$ 66.00	921
1203	1203045	Venous Press Determn	93770	\$ 217.80	921
1203	1203046	Card CirculTime-Sngl D 5/27/93	93850	\$	469
1203	1203047	Card Circul.Time>1 D 5/27/93	93850	\$	469
1203	1203048	Ambul Bld Pres.Monit	93786	\$ 508.20	480
1203	1203049	Dual Chbr Transmitttr	93731	\$ 587.40	921
1203	1203050	Card Equip Fee 1 D 5/27/93	93799	\$	469
1203	1203051	Card Equip Fee 2 D 11/6/92	93799	\$	469
1203	1203052	Card O2 Saturtn Lev	93799	\$ 171.60	480
1203	1203053	Ekg Super Transmitttr	93012	\$ 693.00	730
1203	1203054	Card Artis Wo Cath-I	36620	\$ 336.60	361
1203	1203055	Card Heart/Lung Resuscitat Cpr	92950	\$ 244.20	480
1203	1203056	Card Dissolve Clot,Heart Vessl	92977	\$ 792.00	480
1203	1203057	Lv & A Angiography	93543	\$ 30.00	480
1203	1203058	Imaging Supervision Simple	93555	\$ 127.20	480
1203	1203059	Imaging Supervision Complex	93556	\$ 165.60	480
1203	1203060	Permanent Pm	33206	\$ 866.40	360
1203	1203061	Temp Pm	33210	\$ 334.80	360
1203	1203062	Icd Insertion Single	33240	\$ 883.20	360
1203	1203063	Removal Of Icd	33241	\$ 438.00	360
1203	1203064	Removal Of Pacemaker,Single	33236	\$ 1,374.00	360
1203	1203065	Removal Of Pacemaker,Dual	33237	\$ 1,557.60	360
1203	1203066	insertion/Repositlon Of Leads	33249	\$ 1,723.20	360
1203	1203067	Interrogatn Single,Dual Device	93289	\$ 120.00	480
1203	1203068	Interrogatn Implant Loop Recrd	93291	\$ 74.40	480
1203	1203069	Eval,Program,Single,Dual Pm	93286	\$ 49.20	480
1203	1203070	Eval,Program,Single,Dual Icd	93287	\$ 64.80	480
1203	1203071	Eval,30 Days,Cardiovas Monitor	93297	\$ 45.60	480
1203	1203072	Eval,30 Days,Loop Recorder	93298	\$ 52.80	480
1203	1203073	Cardio Mon Or Loop Rec 30days	93299	\$ 52.80	480
1203	1203074	Insert Replac Pulse Gen,Single	33212	\$ 510.00	480
1203	1203075	Insert Replac Pulse Gen,Dual	33213	\$ 580.80	480
1203	1203076	Lv Pacing At Insert Pm Or Icd	33225	\$ 678.00	480
1203	1203077	Cardiac Tilt Procedure	93660	\$ 348.00	480
1203	1203078	Ultrasound Contrast Echocard	Q9957	\$ 313.20	250

**Nassau University Medical Center
Charge Description Master - 2012
Exhibit A**

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1203	1203079	Dobutamine Per 250 Mg Stress E	J1250	\$ 378.00	636
1203	1203080	Dobutamine Nuclear Stress Mpi	78452	\$ 1,277.88	480
1203	1203081	Lexiscan (Regadenoson) Nuc Mpi	78452	\$ 1,277.88	480
1203	1203082	Micro T Wave Alternans	93025	\$ 418.80	480
1203	1203100	Ect Ecg Complete 48-Hrs-21days	0295T	\$ 473.00	730
1203	1203105	Ect Ecg Recording 48-Hrs-21day	0296T	\$ 473.00	730
1203	1203110	Ect Ecg Scan W/R 48-Hrs-21days	0297T	\$ 473.00	730
1203	1203115	Ect Ecg Review< 48-Hrs-21day	0298T	\$ 473.00	730
1203	1203120	Remote Pt 30day Ecg Rev/Report	93270	\$ 13.00	730
1203	1203125	Ecg/Monitoring & Analysis	93271	\$ 218.00	730
1203	1203130	Ecg Up To 48hrs Scan Anal Rept	93226	\$ 43.00	730
1204	1204001	Bone Marrow Asp Same Inc Bm Bx	G0364	\$ 141.60	361
1204	1204002	Irrigat Implant Ven Acc Device	96523	\$ 133.20	940
1204	1204003	Picc Line Draw	36592	\$ 133.20	300
1204	1204004	Venous Access Draw	36591	\$ 133.20	300
1301	1301001	Psy Figure Draw Test	96100	\$ 118.80	900
1301	1301002	Psy Full Psydiag Bat	90801	\$ 526.00	900
1301	1301003	Psy Intell Scale	96100	\$ 140.27	900
1301	1301004	Psy Mmpi	96100	\$ 118.80	900
1301	1301005	Psy Picture Fru Stdy	90804	\$ 118.80	900
1301	1301006	Psy Psychotherapy	90841	\$ 52.61	900
1301	1301007	Psy Psythrp Gr 1.5h	90853	\$ 132.00	900
1301	1301008	Psy Psythrp In	90844	\$ 78.90	900
1301	1301009	Psy Rorschach Test	96100	\$ 140.27	900
1301	1301010	Psy Sentence Comp	96100	\$ 118.80	900
1301	1301011	Psy Thematic Aprerc	96100	\$ 118.80	900
1301	1301012	Psy Wechsler Mem Scl	96115	\$ 118.80	440
1301	1301013	Psy Visuo Motor Gest	96115	\$ 118.80	440
1301	1301014	Psy Misc Psy Dlag Pr	90801	\$ 211.20	900
1301	1301015	Psy Misc Psy Di 2	90801	\$ 211.20	900
1301	1301016	Psy Misc Psy Di 3	90801	\$ 211.20	900
1301	1301017	Psy Misc Psy Di 4	90801	\$ 211.20	900
1301	1301018	Psy Full Neuropsych Bat	96115	\$ 788.99	440
1301	1301019	Psyneuropsychdiagassess	96117	\$ 1,751.53	900
1301	1301020	Psy Npvr Driver Eval	96115	\$ 306.82	440
1301	1301021	Psy Diagnostic Interview	90801	\$ 348.48	900
1301	1301022	Psy Therapy 20-30 Min	90804	\$ 152.46	900
1301	1301023	Psy Therapy 45-50 Min	90806	\$ 239.58	900
1301	1301024	Psy Play Therapy 20-30 Min	90810	\$ 181.50	900
1301	1301025	Psy Play Therapy 45 Min	90812	\$ 254.10	900
1301	1301026	Psy I/P Psychotherapy 45 Min	90818	\$ 239.58	900
1301	1301027	Psy Family Therapy	90847	\$ 283.14	900
1301	1301028	Psy Family Therapy W/Out Pat.	90846	\$ 239.58	900
1301	1301029	Psy Group Psychotherapy	90853	\$ 79.86	900
1301	1301100	Ia Indiv Pt O/P 45-50m W E/M	90813	\$ 191.00	914
1301	1301105	Ia Indiv Pt O/P 75-80m Wo E/M	90814	\$ 191.00	914
1301	1301110	Ia Indiv Pt O/P 75-80m W E/M	90815	\$ 191.00	914
1301	1301115	Indiv Pt I/P Or Ph 20-30m Woem	90816	\$ 138.00	914
1301	1301120	Indiv Pt I/P Or Ph 20-30m W Em	90817	\$ 162.00	914
1301	1301125	Indiv Pt I/P Or Ph 45-50m W Em	90819	\$ 231.00	914

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1301	1301130	Indiv Pt I/P Or Ph 75-80m Woem	90821	\$ 300.00	914
1301	1301135	Indiv Pt I/P Or Ph 75-80m W Em	90822	\$ 333.00	914
1301	1301140	Ia Pt I/P Or Ph 20-30m Wo E/M	90823	\$ 151.00	914
1301	1301145	Ia Indpt I/P Or Ph 20-30m W Em	90824	\$ 175.00	914
1301	1301150	Ia Indpt I/P Or Ph 45-50 Wo Em	90826	\$ 215.00	914
1301	1301155	Ia Indpt I/P Or Ph 45-50m W Em	90827	\$ 242.00	914
1301	1301160	Ia Indpt I/P Or Ph 75-80 Wo Em	90828	\$ 310.00	914
1301	1301165	Ia Indpt I/P Or Ph 75-80m W Em	90829	\$ 344.00	914
1301	1301170	Psychoanalysis	90845	\$ 191.00	914
1301	1301175	Multi-Family Group Therapy	90849	\$ 191.00	916
1301	1301180	Narcosynthesis	90865	\$ 191.00	914
1301	1301185	Tcranial Magm Stim Tx Plan	90867	\$ 191.00	900
1301	1301190	Tcranial Magn Stim Tx Dell	90868	\$ 445.00	900
1301	1301195	Tcran Magn Stim Redetermine	90869	\$ 61.00	900
1301	1301200	Electroconvulsive Therapy	90870	\$ 292.00	901
1301	1301205	Indiv Therap W Bf; 20-30min	90875	\$ 271.00	914
1301	1301210	Indiv Therap W Bf; 45-50 Min	90876	\$ 191.00	914
1301	1301215	Hypnotherapy	90880	\$ 191.00	914
1301	1301220	Environmental Management	90882	\$ 230.00	914
1301	1301225	Psych Record Eval	90885	\$ 100.00	914
1301	1301230	Results Explained To Family	90887	\$ 113.00	940
1301	1301235	Psych Status Report	90889	\$ 100.00	914
1301	1301240	Biofeedback Any Modality	90901	\$ 100.00	914
1301	1301245	Bf Perineal Muscles Or Splncte	90911	\$ 104.00	914
1501	1501001	Xray Right Hand	73130	\$ 150.51	320
1501	1501002	Xray Right Wrist	73110	\$ 150.51	320
1501	1501003	Xray Forearm Unilat	73090	\$ 196.11	320
1501	1501004	Xray Elbow Unilat	73080	\$ 150.51	320
1501	1501005	Xray Arm Unilat	73060	\$ 196.11	320
1501	1501006	Xray Shoulder	73030	\$ 173.31	320
1501	1501007	Xray Acrom Clav Jts Unilat	73050	\$ 154.03	320
1501	1501008	Xray Ac.Ci. W Wts.	73050	\$ 154.03	320
1501	1501009	Xray Sternum	71120	\$ 135.00	320
1501	1501010	Xray Sterno-Cl Jts	71130	\$ 135.00	320
1501	1501011	Xray Foot Unilat	73630	\$ 150.51	320
1501	1501012	Xray Os Calcis Unilat	73650	\$ 134.76	320
1501	1501013	Xray Ankle Unilat	73610	\$ 150.51	320
1501	1501014	Xray Leg Unilat	73590	\$ 196.11	320
1501	1501015	Xray Knee Unilat	73562	\$ 154.03	320
1501	1501016	Xray Patella Unilat	73564	\$ 141.76	320
1501	1501017	Xray Thigh (Femur) Unilat	73550	\$ 196.11	320
1501	1501018	Xray Hip	73510	\$ 215.40	320
1501	1501019	Xray Skull Study	70260	\$ 268.00	320
1501	1501020	Xray Sinuses	70220	\$ 221.00	320
1501	1501021	Xray Mastoids	70130	\$ 261.00	320
1501	1501022	Xray Mandible	70110	\$ 226.00	320
1501	1501023	Xray Nasal Bones	70160	\$ 138.00	320
1501	1501024	Xray Facial Bones	70150	\$ 319.00	320
1501	1501025	Xray T.M. Joints	70330	\$ 191.00	320
1501	1501026	Xray Orb Or Opt For	70200	\$ 319.00	320

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1501	1501027	Xray Neck-Soft Tiss	70360	\$ 187.00	320
1501	1501028	Xray Routine Chest	71020	\$ 198.00	324
1501	1501029	Xray Bucky Chest	71035	\$ 142.00	320
1501	1501030	Xray Lordotic Chest	71021	\$ 135.00	320
1501	1501031	Xray Ribs	71101	\$ 247.00	320
1501	1501032	Xray Decubitus	71035	\$ 196.00	320
1501	1501033	Xray Heart Study	71030	\$ 179.00	320
1501	1501034	Xray Floro,Hrt,Chst	71034	\$ 252.00	320
1501	1501035	Xray Cervcl Spine 5	72052	\$ 241.96	320
1501	1501036	Xray Dorsal Spine	72070	\$ 222.40	320
1501	1501037	Xray Occ Hlth Chest Xray	71020	\$ 71.00	324
1501	1501038	Xray Pelvis	72190	\$ 248.70	320
1501	1501039	Xray Lumbar Spine 3	72110	\$ 252.22	320
1501	1501040	Xray Sacrum	72220	\$ 178.57	320
1501	1501041	Xray Coccyx	72220	\$ 178.57	320
1501	1501042	Xray Skeletal Survy	76062	\$ 312.08	320
1501	1501043	Xray Scout Abdomen	74000	\$ 196.11	320
1501	1501044	Xray Upright Abdm	74020	\$ 134.76	320
1501	1501045	Xray Decubitus Abdm	74020	\$ 246.96	320
1501	1501046	Xray Acute Abdomen Series	74022	\$ 368.00	320
1501	1501047	Xray Ivp	74410	\$ 476.64	320
1501	1501048	Xray Retrograde Ivp	74420	\$ 357.42	320
1501	1501049	Cystogram	74430	\$ 366.19	320
1501	1501050	Voiding Cysto	74455	\$ 303.07	320
1501	1501051	Xray Placentogram	76499	\$ 145.27	320
1501	1501052	Xray Pelvimetry	74710	\$ 217.15	320
1501	1501053	Xray Drlp Infsn Ivp	74410	\$ 348.64	320
1501	1501054	Xray Nephrotomogram	74415	\$ 748.40	320
1501	1501055	Xray Esophagram	74220	\$ 275.02	320
1501	1501056	Xray Upper G.I.	74241	\$ 366.19	320
1501	1501057	Xray Small Bowel	74250	\$ 366.19	320
1501	1501058	Xray Barlum Enema	74270	\$ 381.08	320
1501	1501059	Xray Gall Bladder	74290	\$ 308.32	320
1501	1501060	Xray G.I.& Sml Bowel	74245	\$ 548.53	320
1501	1501061	Xray B.E. Wlth Air	74280	\$ 524.38	320
1501	1501062	Xray Exam Of Ribs	71100	\$ 249.00	320
1501	1501063	Xray Hyptn Duography	74260	\$ 890.20	320
1501	1501064	Xray Tomography	76100	\$ 413.53	320
1501	1501065	Xray Fluoroscopy	76000	\$ 308.32	320
1501	1501066	Xray Iv Cholangiogr	76499	\$ 357.42	320
1501	1501067	Post Op T-Tube	74305	\$ 266.24	320
1501	1501068	Oper Cholangio	74300	\$ 760.66	320
1501	1501069	Xray Aortic Trnsimb	75625	\$ 1,199.60	320
1501	1501070	Thoracic Aortogram W/Serl	75600	\$ 1,199.60	320
1501	1501071	Thoracic Aortograph W/O Serlal	75605	\$ 1,451.47	320
1501	1501072	Xray Cardiac Cathetr	93555	\$ 1,034.45	480
1501	1501073	Crb1 Ang 4 Vsl	75680	\$ 1,756.53	320
1501	1501074	Periph Angio Unilat	75710	\$ 1,253.60	320
1501	1501075	Perph Venogram Unilat	75820	\$ 778.21	320
1501	1501076	Xray Pre-Sacral Alr	75790	\$ 866.14	320

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1501	1501077	Visc Angiography			
1501	1501078	Renal Arterio Unilat	75726	\$ 1,505.82	320
1501	1501079	Pulmonary Anglo Unil	75722	\$ 1,451.47	320
1501	1501080	Peripheral (Arm) Venogram	75741	\$ 1,199.60	320
1501	1501081	Nlsh-B Interpretation	75820	\$ 618.66	320
1501	1501082	Hysteroslpgm	76140	\$ 40.28	320
1501	1501083	Myelogram Lumbosacral	74740	\$ 315.20	320
1501	1501084	Lymphangiogram	72265	\$ 1,090.28	320
1501	1501085	Xray Bilat Mammogh	75807	\$ 669.49	320
1501	1501086	Xray Bronchogram	76091	\$ 278.77	401
1501	1501087	Arthrogram	71060	\$ 510.00	320
1501	1501088	Sialogram	73580	\$ 485.42	320
1501	1501089	Xray Oper Rm Study	70390	\$ 340.00	320
1501	1501090	Xray Portable Xray	76499	\$ 637.94	320
1501	1501091	Dacryocystgram	Q0092	\$ 280.52	320
1501	1501092	Sinus Tract Study	70170	\$ 245.47	320
1501	1501093	Renal Biopsy	76080	\$ 262.74	320
1501	1501094	Renl Cyst Puncture	76003	\$ 434.82	320
1501	1501095	Spleenoportogram	74470	\$ 588.85	320
1501	1501096	Trnshptlcchols	75810	\$ 866.14	320
1501	1501097	Orbtl Venogram	74320	\$ 1,451.47	320
1501	1501098	Xray Scanogram	75880	\$ 871.14	320
1501	1501099	Xray Cine Study	76040	\$ 241.96	320
1501	1501100	Xray Supr Volt Stdy	76125	\$ 266.24	320
1501	1501101	Xray Quadrex Stdy	76499	\$ 176.83	320
1501	1501102	Discogram	76499	\$ 252.22	320
1501	1501103	Xray Exam Of Shoulder	72295	\$ 585.80	320
1501	1501104	Larynogram	73020	\$ 176.60	320
1501	1501105	Xray Radium Local	70373	\$ 364.00	320
1501	1501106	Xray Cervcl Spine 3	72190	\$ 441.57	320
1501	1501107	Xray Lum Sac Spine 5	72040	\$ 211.89	320
1501	1501108	Xray Exam Of Wrist	72110	\$ 308.32	320
1501	1501109	Anglogram Carotid&Cerebrl	73100	\$ 176.60	320
1501	1501110	Anglo Retrograde Brachlal	75671	\$ 1,199.60	320
1501	1501111	Xray Hip Pln Spcl	75658	\$ 1,199.60	320
1501	1501112	Vena Cava Umbr	73500	\$ 523.98	320
1501	1501113	Xray Spec. Fluoro.	75940	\$ 871.14	320
1501	1501114	Xray Infer-Venacav	76001	\$ 362.67	320
1501	1501115	Xray Exam Of Hand	75872	\$ 929.00	320
1501	1501116	Ren Ven0 & Assy	73120	\$ 150.20	320
1501	1501117	Artr Embolizat	75893	\$ 1,214.78	320
1501	1501118	Pitres Perfus	75894	\$ 1,756.53	320
1501	1501119	Xray Ct Scan/Head	75896	\$ 1,730.24	320
1501	1501120	Xray Outside Films	70480	\$ 805.00	350
1501	1501121	Xray Retrochol-Panc	76140	\$ 238.44	320
1501	1501122	Xray Femur W/Knee Unilat	76001	\$ 1,260.36	320
1501	1501123	Xray Femur W/Hip Unilat	73550	\$ 260.98	320
1501	1501124	Xray Mtrz Cstrngm/Ct	73550	\$ 260.98	320
1501	1501125	Xray Exam Of Foot	76499	\$ 1,090.28	350
1501	1501126	Xray Ct Scan/Body	73620	\$ 150.20	320
			71250	\$ 803.00	350

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1501	1501127	Xray Mlrz Cystrn/Ct	76499	\$ 1,579.46	350
1501	1501128	Xray Ct Scan/Monitr	76370	\$ 447.08	350
1501	1501129	Angioplasty Additional	75964	\$ 1,756.53	320
1501	1501130	Bil Cath Drain	75982	\$ 1,756.53	320
1501	1501131	Xray Use Of Fluoro Over 1 Hour	76001	\$ 366.19	320
1501	1501132	Xray GI Ser-Dbl Cont	74247	\$ 452.08	320
1501	1501133	Xray Exam Of Toe(S)	73660	\$ 150.20	320
1501	1501134	Or Anglo	75710	\$ 1,199.60	320
1501	1501135	Needle Blopsy W/Fluoro Gd	76003	\$ 603.13	320
1501	1501136	Abscess Drainage	75989	\$ 1,211.26	320
1501	1501137	Xray Ct Absces Drain	75989	\$ 1,211.26	350
1501	1501138	Xray Ct Blopsy Needl	76360	\$ 715.34	350
1501	1501139	Xray Prtbl Chst Xray	71010	\$ 492.00	320
1501	1501140	Pc Nephrostomy	74475	\$ 1,730.24	320
1501	1501141	Xray Anglo Neck Unilateral	75676	\$ 1,199.60	320
1501	1501142	Xray Dgt Anglo Head	75671	\$ 1,199.60	320
1501	1501143	Xray Dgt Anglo Chest	75600	\$ 1,199.60	320
1501	1501144	Xray Dgt Ang Abdomen	74175	\$ 1,246.25	320
1501	1501145	Xray Dgt Ang Perphrl Unilat	75630	\$ 1,199.60	320
1501	1501146	Xray Dgt Ang Cardiac	93555	\$ 964.31	480
1501	1501147	Xray Ct Head W/O Cnt	70450	\$ 729.00	350
1501	1501148	Xray Ct Head W Cntrs	70460	\$ 773.00	350
1501	1501149	Xray Cthead W&W/O Cn	70470	\$ 943.00	350
1501	1501150	Xray Ct Body W/O Cnt	72125	\$ 802.75	350
1501	1501151	Xray Ct Body W Cntrs	74160	\$ 918.46	350
1501	1501152	Xray Ctbody W&W/O Cn	74170	\$ 1,191.98	350
1501	1501153	Xray Bone Densltmtry	78350	\$ 118.80	340
1501	1501154	Xray Ct Pelvis	72192	\$ 790.48	350
1501	1501155	Strptkns Infusn	75896	\$ 1,756.53	320
1501	1501156	Contrast X-Ray Exam Of Colon	74283	\$ 467.00	320
1501	1501157	Imaging, Cardiac Cath	93556	\$ 957.00	480
1501	1501159	Xray Breast Localiza	76096	\$ 410.28	402
1501	1501160	Xray Mammograph Addtl View (Bl	76091	\$ 181.50	401
1501	1501161	Xray Special Mammgph	76092	\$ 278.77	403
1501	1501162	Stertaxc Fn Ndl Blp	76095	\$ 291.06	320
1501	1501163	Egd W/ Endoscopic Ultrasound	76975	\$ 259.23	402
1501	1501164	Ductogram, Single	76086	\$ 227.94	320
1501	1501165	Ven Cath Percutan Insert >age2	36489	\$ 517.21	761
1501	1501166	Reposition Previous Place Cath	36493	\$ 435.60	761
1501	1501167	Implant Of Venous Access Port	36533	\$ 2,226.68	761
1501	1501168	Removal Of Venous Access Port	36535	\$ 627.68	761
1501	1501169	Revislon Of Venous Access Port	36534	\$ 646.80	761
1501	1501170	Xray Ct-Limited Body	76380	\$ 452.73	320
1501	1501171	Xray Ct Bone Mnrlnztn	76499	\$ 246.96	350
1501	1501172	Xray Unilat Mammogph	76090	\$ 138.50	401
1501	1501173	Xray Specmn Radlogph	76098	\$ 76.89	320
1501	1501174	Xray Bone Age	76020	\$ 145.51	320
1501	1501175	Xray Scapula Unilat	73010	\$ 173.31	320
1501	1501176	Xray Clavicle Unilat	73000	\$ 173.31	320
1501	1501177	Xray Hlp - Bilateral	73520	\$ 215.40	320

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1501	1501178	Xray Optic Foramen	70190	\$ 319.00	320
1501	1501179	Xray Ribs-Bilateral	71111	\$ 247.00	320
1501	1501180	Xray Scoliosis Study	72090	\$ 222.40	320
1501	1501181	Retrgrd Urthrgm	74450	\$ 366.19	320
1501	1501182	Nephrostogram	74425	\$ 366.19	320
1501	1501183	Xray Hypertnsive lvp	74405	\$ 350.66	320
1501	1501184	Xray Esophagus-Cine	74230	\$ 487.16	320
1501	1501185	Xray Use Of Fluoro Over One Hr	76001	\$ 362.67	320
1501	1501186	Aortgrph Abdom	75625	\$ 1,451.47	320
1501	1501187	Aorta & Ileafem	75630	\$ 1,451.47	320
1501	1501188	Xray Digtl Abdom Aor	75726	\$ 1,451.47	320
1501	1501189	Xray Digtl Card Cath	93555	\$ 1,034.45	480
1501	1501190	Digtl Cerbrl Ang	75665	\$ 1,756.53	320
1501	1501191	Dialysis Shunt	75790	\$ 1,253.60	320
1501	1501192	Perlph Ang Unilat	75710	\$ 1,258.60	320
1501	1501193	Xray Perph VenO Ulat	75820	\$ 778.21	320
1501	1501194	Addtnl Visc Ang	75774	\$ 1,505.82	320
1501	1501195	Renal Ang Bilat	75724	\$ 1,451.47	320
1501	1501196	Myelgram Cervical	72240	\$ 1,090.28	320
1501	1501197	Myelgram Thoracic	72255	\$ 1,090.28	320
1501	1501198	Myelgram Spine	72270	\$ 1,090.28	320
1501	1501199	Arthrgm Ankle	73615	\$ 415.28	320
1501	1501200	Xray Left Hand	73130	\$ 150.51	320
1501	1501201	Xray Left Wrist	73110	\$ 150.51	320
1501	1501601	Arthrogram Hip	73525	\$ 415.28	320
1501	1501602	Arthrgm Tmj	70332	\$ 459.00	320
1501	1501603	Arthrgm Wrist	73115	\$ 362.94	320
1501	1501604	Arthrogram Elbow	73085	\$ 415.28	320
1501	1501605	Arthrgm Shoulder	73040	\$ 415.28	320
1501	1501606	Inferior Vena Cava	75825	\$ 929.00	320
1501	1501607	Superior Vena Cava	75827	\$ 929.00	320
1501	1501608	Venogram Renal	75833	\$ 1,214.78	320
1501	1501609	Xray Embolz Followup	75898	\$ 1,756.53	320
1501	1501610	Xray Followup Infusn	75898	\$ 1,730.24	320
1501	1501611	Xray Ct Orbt/Sinus	70486	\$ 729.00	350
1501	1501612	Xray Ct Abdomen W/O	74150	\$ 785.48	350
1501	1501613	Xray Ct Lumbar Spine	72131	\$ 790.48	350
1501	1501614	Angioplast Unit	75962	\$ 1,756.53	320
1501	1501615	Bilary Cath Change	75984	\$ 1,756.53	320
1501	1501616	Xray Bilary Stn Remv	76499	\$ 1,756.53	320
1501	1501617	Xray Ct Cyst Apsir	76365	\$ 1,407.89	350
1501	1501618	Xray Ct Neck W/O	70490	\$ 790.00	350
1501	1501619	Xray Ct Orbt/Sns/Fce	70487	\$ 807.50	350
1501	1501620	Xray Ct Sella W/Cont	70481	\$ 952.50	350
1501	1501621	Xray Ct Neck W/Cont	70491	\$ 819.00	350
1501	1501622	Xray Ct Orb/S/F W-Wo	70488	\$ 1,007.50	350
1501	1501623	Xray Ct Sella W&W/O	70482	\$ 1,092.50	350
1501	1501624	Xray Ct Neck W&W/O	70492	\$ 970.00	350
1501	1501625	Xray Ct Thorc/Spn Wo	72128	\$ 802.75	350
1501	1501626	Xray Ct Arm W/O	73200	\$ 790.48	350

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1501	1501627	Xray Ct Leg W/O	73700	\$ 790.48	350
1501	1501628	Xray Ct Cerv/Spine W	72126	\$ 932.50	350
1501	1501629	Xray Ct Thorac/Spn W	72129	\$ 932.50	350
1501	1501630	Xray Ct Lumbar Spn W	72132	\$ 932.50	350
1501	1501631	Xray Ct Pelvs W Cont	72193	\$ 899.18	350
1501	1501632	Xray Ct Lung/Medla W	71260	\$ 937.75	350
1501	1501633	Xray Ct Arm W/Cont	73201	\$ 802.75	350
1501	1501634	Xray Ct Leg W/Cont	73701	\$ 802.75	350
1501	1501635	Xray Ct Crv/Spn W/Wo	72127	\$ 1,120.10	350
1501	1501636	Xray Ct Thr/Spn W/Wo	72130	\$ 1,120.10	350
1501	1501637	Xray Ct Lmbr Spnw/Wo	72133	\$ 1,120.10	350
1501	1501638	Xray Ct Pelvis W&W/O	72194	\$ 1,074.51	350
1501	1501639	Xray Ct Lung/Medw/Wo	71270	\$ 1,139.38	350
1501	1501640	Xray Ct Arm W & W/O	73202	\$ 1,035.00	350
1501	1501641	Xray Ct Leg W & W/O	73702	\$ 1,040.00	350
1501	1501642	Xray Mri Brain	70551	\$ 1,425.00	610
1501	1501643	Xray Mri T.M.J.	70336	\$ 1,395.00	610
1501	1501644	Xray Mri Orbt/Fce/Nk	70540	\$ 1,395.00	610
1501	1501645	Xray Mri Chest	71550	\$ 1,580.00	610
1501	1501646	Xray Mri Spine-Cerv	72141	\$ 1,416.39	610
1501	1501647	Xray Mri Spine-Thor	72146	\$ 1,416.39	610
1501	1501648	Xray Mri Spine-Lumbr	72148	\$ 1,395.37	610
1501	1501649	Xray Mri Up Extr N/J	73220	\$ 2,030.00	610
1501	1501650	Xray Mri Up Extr Jnt	73221	\$ 1,395.37	610
1501	1501651	Xray Mri L Extr No J	73720	\$ 2,033.28	610
1501	1501652	Xray Mri L Extr Jnt	73721	\$ 1,395.37	610
1501	1501653	Xray Mri Abdomen	74181	\$ 1,416.39	610
1501	1501654	Xray Mri Contrast	76350	\$ 273.52	610
1501	1501655	Xray Mri With Anesthesia	73220	\$ 2,030.00	610
1501	1501656	Xray Mri Breast - Unilat	76093	\$ 1,390.37	610
1501	1501657	Xray Mri Breast - Bilat	76094	\$ 1,981.98	610
1501	1501658	Xray Mra (Angio) Up Extremity	73225	\$ 1,660.00	610
1501	1501659	Xray Mra (Angio) Low Extremity	73725	\$ 1,486.15	610
1501	1501660	Xray Cardiac Mri W/O Contrast	75552	\$ 1,390.37	610
1501	1501661	Xray Cardiac Mri W Contrast	75553	\$ 1,390.37	610
1501	1501662	Xray Complete Cardiac Mri	75554	\$ 1,390.37	610
1501	1501663	Xray Mra Brain	70541	\$ 1,089.00	610
1501	1501700	Dilat Biliary Strict	74363	\$ 513.46	320
1501	1501701	Dilat Ureter Stric	74485	\$ 583.59	320
1501	1501702	Ureteral Cath Stent Xchg	75984	\$ 988.60	320
1501	1501703	Embolization/Coil&Balloon	75894	\$ 1,721.00	320
1501	1501704	Gastrostomy Placement	74350	\$ 983.60	320
1501	1501705	Gastrostomy Tube Exchange	75984	\$ 583.59	320
1501	1501706	Jejunostomy Perc	74355	\$ 688.78	320
1501	1501707	Cisternography	70015	\$ 906.00	320
1501	1501708	Myelogram Lumbar	72265	\$ 906.20	320
1501	1501709	Xray Diskography Lumbar Inject	62290	\$ 1,067.22	761
1501	1501710	Shuntogram	75809	\$ 614.84	320
1501	1501711	Xray Hand Bilat	73130	\$ 223.03	320
1501	1501712	Xray Wrist Bilat	73110	\$ 223.03	320

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1501	1501713	Xray Forearm Bilat	73090	\$ 291.62	320
1501	1501714	Xray Elbow Bilat	73080	\$ 223.03	320
1501	1501715	Xray Arm Bilat	73060	\$ 291.62	320
1501	1501716	Xray Shoulder Bilateral	73030	\$ 258.08	320
1501	1501717	Xray Acrom Clav Jts Bilat	73050	\$ 229.12	320
1501	1501718	Xray Foot Bilat	73630	\$ 223.03	320
1501	1501719	Xray Os Calcis Bilat	73650	\$ 200.14	320
1501	1501720	Xray Ankle Bilat	73610	\$ 223.03	320
1501	1501721	Xray Leg Bilat	73590	\$ 291.62	320
1501	1501722	Xray Knee Bilat	73562	\$ 229.12	320
1501	1501723	Xray Patella Bilat	73564	\$ 210.82	320
1501	1501724	Xray Thigh (Femur) Bilat	73550	\$ 291.62	320
1501	1501725	Periphl Angio Bilat	75716	\$ 1,884.84	320
1501	1501726	Renal Arterio Bilat	75724	\$ 2,174.52	320
1501	1501727	Xray Femur W/Knee Bilat	73550	\$ 389.20	320
1501	1501728	Xray Femur W/Hip Bilat	73550	\$ 389.20	320
1501	1501729	Xray Dgt Angio Neck Bilat	75680	\$ 1,451.85	320
1501	1501730	Xray Dgt Ang Perphrl Bilat	75630	\$ 1,451.85	320
1501	1501731	Xray Scapula Bilat	73010	\$ 258.08	320
1501	1501732	Xray Clavicle Bilat	73000	\$ 258.08	320
1501	1501733	Transcatheter Intravasc Stents	75960	\$ 2,183.00	320
1501	1501734	Transcatheter First Vessel	37205	\$ 1,452.00	761
1501	1501735	Transcatheter Second Vessel	37206	\$ 1,452.00	761
1501	1501736	Transcatheter Add'l Areas	37206	\$ 2,178.00	761
1501	1501737	Percutaneous Cholecystostomy	47490	\$ 2,613.60	761
1501	1501738	Percutaneous Cholecystost S&I	75989	\$ 368.00	350
1501	1501739	Xray Referral Films	76140	\$ 15.97	320
1501	1501740	Xray Referral Films Mammoghph	76140	\$ 15.97	320
1501	1501741	Referred Bilateral Mammo	76091	\$ 63.89	401
1501	1501742	Referred Unilateral Mammo	76090	\$ 31.94	401
1501	1501743	Xray Referred 1 Film	73999	\$ 15.97	320
1501	1501744	Xray Referred 2 Films	73999	\$ 31.94	320
1501	1501745	Xray Referred 3 Films	73999	\$ 47.92	320
1501	1501746	Xray Referred 4 Films	73999	\$ 63.89	320
1501	1501747	Xray Referred 5 Films	73999	\$ 79.86	320
1501	1501748	Xray Enteroclysis	74251	\$ 1,063.88	320
1501	1501749	Implantable Access Total Systm	A4301	\$ 1,973.40	278
1501	1501750	Xray Incisional Blopsy Breast	19101	\$ 790.00	761
1501	1501751	Stereotatic Localz Breast Bx Ea	76095	\$ 620.40	320
1501	1501752	Rad Examination Surg Specimen	76098	\$ 47.24	320
1501	1501753	Xray Breast Clip Placement	19290	\$ 297.00	761
1501	1501754	Automated Vacuum-Assist Blopsy	19103	\$ 665.00	761
1501	1501755	Xray Tissue Marker	C1879	\$ 99.00	272
1501	1501756	Xray Us Guidance For Breast Bx	76942	\$ 389.12	402
1501	1501757	Xray Us Guidance Cyst Aspiratn	76938	\$ 382.80	402
1501	1501758	Xray Us Guidance Needl Loclctn	75989	\$ 704.60	350
1501	1501759	Xray Interview Prolong	99358	\$ 216.00	#Deleted
1501	1501953	Inject Proc Corpora Cavernosog	54230	\$ 396.00	761
1501	1501954	Dynamic Cavernosography	54231	\$ 528.00	761
1501	1501955	Inject Corpra Cavern Pharm Agt	54235	\$ 237.60	761

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1502	1502201	Radt Trtmt Device In	77333	\$ 345.15	330
1502	1502202	Radt Consult & Exam	77336	\$ 499.44	330
1502	1502203	Radt Trtmt Device Cm	77334	\$ 660.74	333
1502	1502204	Radt Isodose Pln-Smp	77305	\$ 303.07	330
1502	1502205	Radt Isodose Pln-Int	77310	\$ 373.20	330
1502	1502206	Radt Follow Up Treat	77417	\$ 215.40	329
1502	1502207	Radt Follow Up Visit	77417	\$ 215.40	330
1502	1502208	Radt Isodose Pln-Com	77315	\$ 490.66	333
1502	1502209	Radt Special Ports	77321	\$ 492.43	330
1502	1502210	Radt Trtmt Pln-Inter	77262	\$ 1,535.64	330
1502	1502211	Radt Trtmnt Pln Cmpx	77263	\$ 555.55	333
1502	1502212	Radt Trtmt Pln Simpl	77261	\$ 250.47	330
1502	1502213	Radt Simulatn-Simple	77280	\$ 491.80	330
1502	1502214	Radt Simulatr-Inter	77285	\$ 890.20	330
1502	1502215	Radt Simulatr-Complex	77290	\$ 1,443.83	333
1502	1502216	Radt Trtmt Dvce-Smpl	77332	\$ 239.95	330
1502	1502217	Radt Megav Wkly Simp	77420	\$ 983.60	330
1502	1502218	Radt Ther Rad Trt Pln Simple	77261	\$ 249.20	330
1502	1502219	Radt Ther Rad Trt Pln Intermed	77262	\$ 401.00	330
1502	1502220	Radt Ther Rad Trt Pln Complex	77263	\$ 559.40	330
1502	1502221	Thr Rd Simltn Aid Fld Stg Smp	77280	\$ 491.80	330
1502	1502222	Thr Rd Smltn Aid Fld Stg Inmtd	77285	\$ 890.20	330
1502	1502223	Thr Rd Smltn Aid Fld Stg Cmplx	77290	\$ 1,443.83	330
1502	1502224	Thr Rd Smltn Aid Fld Stg 3 Dim	77295	\$ 1,193.00	330
1502	1502225	Unlst Proc Th Rad Cl Trt Plan	77299	\$ 554.40	330
1502	1502226	Radt Basic Rad Dosimetry Calc	77300	\$ 170.00	330
1502	1502227	Radt Teletherapy Isodose Plan	77305	\$ 302.00	330
1502	1502228	Radt Telether Isodse Pln Intrmd	77310	\$ 374.60	330
1502	1502229	Radt Telether Isodse Pln Cmplx	77315	\$ 493.40	330
1502	1502230	Radt Special Telether Port Pln	77321	\$ 493.40	330
1502	1502231	Rad Brachytherapy Isodose Calc	77326	\$ 526.40	330
1502	1502232	Rad Brachyther Isodse Calc Int	77327	\$ 526.40	330
1502	1502233	Brachyther Isodse Calc Complex	77328	\$ 764.00	330
1502	1502234	Radt Special Dosimetry	77331	\$ 176.60	330
1502	1502235	Radt Treatment Devices	77332	\$ 242.60	330
1502	1502236	Radt Trtmnt Devices Intmed	77333	\$ 348.20	330
1502	1502237	Radt Trtmnt Devices Complex	77334	\$ 658.40	330
1502	1502238	Radt Contin Med Physcs Consult	77336	\$ 500.00	330
1502	1502239	Radt Special Med Physcs Cnsult	77370	\$ 335.00	330
1502	1502240	Radt Unlst Proc Med Rad Physc	77399	\$ 528.00	330
1502	1502241	Radt Rad Trtmt Deliv Superfcl	77401	\$ 203.00	330
1502	1502242	Radt Rad Trtmt Dliv Sngl Trtmt	77402	\$ 282.20	330
1502	1502243	Radt Megav Wkly Int	77425	\$ 1,435.93	330
1502	1502244	Radt Sngle Fld Thrpy	77403	\$ 282.03	330
1502	1502246	Radt Treatmt Complex	77405	\$ 277.03	330
1502	1502247	Radt Megav Wkly Comp	77430	\$ 1,555.18	330
1502	1502248	Radt Megav Dally Cmp	77411	\$ 341.62	333
1502	1502249	Radt Intrstit-Intrmd	77777	\$ 1,756.53	330
1502	1502250	Radt Intrstit-Complex	77778	\$ 1,756.53	330
1502	1502251	Radt Intracav-Intrmd	77762	\$ 1,756.53	330

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1502	1502252	Radt Intracav-Complex			
1502	1502253	Radt Volume Implant	77763	\$ 1,756.53	330
1502	1502254	Radt Brachyther Smpl	77776	\$ 1,020.15	330
1502	1502255	Radt Brachyther Itmd	77326	\$ 525.73	330
1502	1502256	Radt Brachyther Cplx	77327	\$ 527.48	330
1502	1502258	Radt Intracav-Office	77328	\$ 765.94	330
1502	1502259	Radt Intracav-Or	77750	\$ 930.74	330
1502	1502263	Radt Beta Plaque	77761	\$ 829.05	330
1502	1502264	Radt 6-10 Mev	77789	\$ 229.42	330
1502	1502265	Radt 11-19 Mev	77403	\$ 269.00	330
1502	1502266	Radt 20 Mev Or Greater	77404	\$ 302.00	330
1502	1502267	Radt Trtmt Dlliv 2 Separate	77406	\$ 341.60	330
1502	1502268	Radt 6-10 Mev	77407	\$ 500.00	330
1502	1502269	Radt 11-19 Mev	77408	\$ 269.00	330
1502	1502270	Radt 20 Mev Or Greater	77409	\$ 302.00	330
1502	1502271	Radt Trmt Del 3 Or > Sep Trtmt	77411	\$ 341.60	330
1502	1502272	Radt 6-10 Mev	77412	\$ 731.00	330
1502	1502273	Radt 11-19 Mev	77413	\$ 269.00	330
1502	1502274	Radt 20mev Or Greater	77414	\$ 302.00	330
1502	1502275	Radt Ther Radiology Port(S)	77416	\$ 341.60	330
1502	1502277	Radt Rad Trmt Mgmt 5 Trtmts	77417	\$ 216.20	330
1502	1502278	Radt Ther Mgmt W/Comp Thr 1or2	77427	\$ 1,226.00	330
1502	1502279	Radt Stereotact Rad Trtmt Mgmt	77431	\$ 533.00	330
1502	1502280	Radt Special Trtmt Procedure	77432	\$ 335.00	330
1502	1502281	Radt Unlisted Proc Ther Rad	77470	\$ 401.00	330
1502	1502284	Radt Proton Beam Dliv Sngl Trt	77499	\$ 132.00	330
1502	1502285	Radt Proton Beam Dliv 1or2 Trt	77520	\$ 528.00	330
1502	1502291	Radt Verific Proced	77523	\$ 660.00	330
1502	1502293	Radt Po Chmo/Rad Sen	77417	\$ 104.94	330
1502	1502294	Radt Daily Kilovolt	77402	\$ 45.33	333
1502	1502296	Radt New Patient Visit:1	77465	\$ 157.81	330
1502	1502297	Radt New Patient Visit:2	99201	\$ 79.20	#Deleted
1502	1502298	Radt New Patient Visit:3	99202	\$ 98.40	#Deleted
1502	1502299	Radt New Patient Visit:4	99203	\$ 128.40	#Deleted
1502	1502300	Radt New Patient Visit:5	99204	\$ 183.60	#Deleted
1502	1502301	Radt Follow Up Visit:1	99205	\$ 247.20	#Deleted
1502	1502302	Radt Follow Up Visit:2	99211	\$ 43.20	#Deleted
1502	1502303	Radt Follow Up Visit:3	99212	\$ 62.40	#Deleted
1502	1502304	Radt Follow Up Visit:4	99213	\$ 79.20	#Deleted
1502	1502305	Radt Follow Up Visit:5	99214	\$ 115.20	#Deleted
1502	1502306	Radt Outpat Consultation:1	99215	\$ 184.80	#Deleted
1502	1502307	Radt Outpat Consultation:2	99241	\$ 126.00	#Deleted
1502	1502308	Radt Outpat Consultation:3	99242	\$ 159.60	#Deleted
1502	1502309	Radt Outpat Consultation:4	99243	\$ 204.00	#Deleted
1502	1502310	Radt Outpat Consultation:5	99244	\$ 266.40	#Deleted
1502	1502311	Radt Inpat Consultation:1	99245	\$ 336.00	#Deleted
1502	1502312	Radt Inpat Consultation:2	99251	\$ 166.80	#Deleted
1502	1502313	Radt Inpat Consultation:3	99252	\$ 190.80	#Deleted
1502	1502314	Radt Inpat Consultation:4	99253	\$ 234.00	#Deleted
1502	1502315	Radt Inpat Consultation:5	99254	\$ 292.80	#Deleted
			99255	\$ 368.40	#Deleted

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1502	1502319	Radt Dally Tx Mgr:Superficial	77401	\$ 237.80	330
1502	1502320	Radt Dally Tx Mgr:Simple=5mev	77402	\$ 242.60	330
1502	1502321	Radt Dally Tx Mgr:Intermd=5mev	77407	\$ 309.80	330
1502	1502322	Radt Dally Tx Mgr:Complex=5mev	77412	\$ 379.40	330
1502	1502323	Radt Brachytherapy Supervise	77790	\$ 402.20	#Deleted
1502	1502324	Radt Treatment Device:Simple	77332	\$ 439.40	#Deleted
1502	1502325	Radt Treatment Device:Intermed	77333	\$ 536.60	#Deleted
1502	1502326	Radt Treatment Device: Complex	77334	\$ 1,029.80	#Deleted
1502	1502327	Radt Prolong Phys Serv Direct	99354	\$ 218.40	#Deleted
1502	1502328	Radt Prolong Addtl 30min Each	99355	\$ 109.20	#Deleted
1502	1502329	Radt Prolong W/O(Addtl 30mln)	99359	\$ 104.40	#Deleted
1502	1502330	Radt Nasopharyngoscopy	92511	\$ 69.60	#Deleted
1502	1502331	Radt Us Placemt At Rad Fields	76950	\$ 210.20	402
1502	1502332	Radt Simulation: 3d	77295	\$ 2,271.80	#Deleted
1503	1503301	Nucm Brain	78605	\$ 578.32	340
1503	1503302	Nucm Lung Perf Scan	78580	\$ 563.55	340
1503	1503304	Nucm Lung Vent Scan	78594	\$ 610.23	340
1503	1503305	Nucm Cisternography	78630	\$ 967.38	340
1503	1503307	Nucm Bone Scan	78306	\$ 636.44	340
1503	1503308	Nucm Bone Marrow Scn	78104	\$ 672.10	340
1503	1503311	Nucm Liver-Spleen	78215	\$ 588.85	340
1503	1503312	Nucm Dynamic Flow	78445	\$ 472.35	340
1503	1503316	Nucm Breast Scan	78800	\$ 494.08	340
1503	1503325	Nucm Renal Scan	78707	\$ 610.23	340
1503	1503326	Nucm Hippuran Study	78704	\$ 489.17	340
1503	1503327	Nucm Thyroid Uptake	78000	\$ 199.80	340
1503	1503328	Nucm Thyroid Scan	78010	\$ 460.43	340
1503	1503330	Nucm Rbc/Plasma	78111	\$ 278.52	340
1503	1503331	Nucm Rbc Survival	78135	\$ 994.50	340
1503	1503332	Nucm Schilling Test	78270	\$ 228.03	340
1503	1503335	Nucm Schilling Test Part I	79000	\$ 743.40	340
1503	1503336	Nucm Thyroid Rx Ca	79030	\$ 911.71	340
1503	1503337	Nucm Thyroid Uptk W/ Stim/Supp	78003	\$ 204.13	340
1503	1503338	Nucm Thyroid Uptake And Scan	78006	\$ 675.35	340
1503	1503339	Nucm Thyroid Image With Flow	78011	\$ 501.68	340
1503	1503340	Nucm Adrenal Imag(Cortex/Medull	78075	\$ 1,246.40	340
1503	1503341	Nucm Red Blood Cell Survival	78130	\$ 440.60	340
1503	1503342	Nucm Liver Imaging-Static Only	78201	\$ 585.80	340
1503	1503343	Nucm Miscell Studies	78890	\$ 415.54	340
1503	1503344	Nucm Liver Imaging W/Vasc Flow	78202	\$ 658.40	340
1503	1503345	Nucm Liver Imag-Spect W/ Flow	78206	\$ 961.95	340
1503	1503356	Nucm Portable Exam	79999	\$ 427.40	340
1503	1503357	Nucm Hida Scan	78223	\$ 925.03	340
1503	1503358	Nucm Thallium Heart	78460	\$ 594.00	340
1503	1503359	Nucm Wall Motin Stdy	78472	\$ 676.51	340
1503	1503360	Nucm Venogram/Angio	78445	\$ 480.14	340
1503	1503361	Nucm Testicular Scan	78761	\$ 565.73	340
1503	1503362	Nucm Mycard Infrctsc	78466	\$ 483.66	340
1503	1503363	Nucm Gallium Scan	78806	\$ 946.75	340
1503	1503365	Nucm Renal-No Flow	78700	\$ 490.80	340

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1503	1503366	Nucm GI Blood Loss	78278	\$ 947.83	340
1503	1503367	Nucm Brain W/Flow	78606	\$ 935.88	340
1503	1503368	Nucm Bone-Limited	78300	\$ 641.44	340
1503	1503369	Nucm Bone - Flow	78445	\$ 641.44	340
1503	1503370	Nucm Livr/Spln W/Flw	78216	\$ 588.85	340
1503	1503371	Nucm Parathyroid Scn	78070	\$ 400.70	340
1503	1503372	Nucm Rbc Volume	78120	\$ 269.00	340
1503	1503373	Nucm Data Manlp 30cm+	78891	\$ 415.54	340
1503	1503374	Nucm Lymphatic Imag.	78195	\$ 936.98	340
1503	1503375	Nucm Cardiac Phase	78472	\$ 648.23	340
1503	1503376	Nucm Dacryocystogrp	70170	\$ 415.54	320
1503	1503377	Nucm Thallium-Resting	78460	\$ 873.14	340
1503	1503378	Nucm Thallium-Stress	78461	\$ 1,171.20	340
1503	1503379	Nucm Wall Motn Eyrcs	78473	\$ 1,206.01	340
1503	1503380	Nucm Tumor Locallztn	78802	\$ 943.00	340
1503	1503381	Nucm Meckels Scn-Bwl	78290	\$ 918.53	340
1503	1503382	Glomerular Filtr Rate	79999	\$ 427.40	340
1503	1503383	Nucm Gastroesophag Refl Study	78262	\$ 678.60	340
1503	1503384	Nucm Gastric Emptying Study	78264	\$ 1,349.78	340
1503	1503385	Nucm Bone Densitometer - Dexa	76075	\$ 245.47	340
1503	1503386	Nucm Dual Energy Dexa Appendcl	76076	\$ 290.40	340
1503	1503387	Nucm Venous Thromb Detectn-Bil	78458	\$ 658.40	340
1503	1503388	Nucm Infarct Avid Imag-Spect	78469	\$ 672.10	340
1503	1503389	Nucm Muga Study-Multiple	78473	\$ 826.25	340
1503	1503390	Nucm Lung Perfus+krypton Vent	78584	\$ 658.40	340
1503	1503391	Nucm Lung Perfus+xenon Vent	78585	\$ 957.60	340
1503	1503392	Nucm Lung Vent Krypton	78591	\$ 513.20	340
1503	1503393	Nucm Lung Vent Xenon	78593	\$ 548.35	340
1503	1503394	Nucm Spllt Lung Func(Vnt+perf)	78596	\$ 996.68	340
1503	1503395	Nucm Brain Imag-Lim-Static Onl	78600	\$ 585.80	340
1503	1503396	Nucm Ventriculography	78635	\$ 929.38	340
1503	1503397	Nucm Dacryocystography	78660	\$ 479.95	340
1503	1503398	Nucm Kidney Imag W/Vasc Flow	78701	\$ 602.63	340
1503	1503399	Nucm Kidney Imag W/Wo Pharmact	78709	\$ 950.00	340
1503	1503800	Nucm Thyroid Metast Image Limt	78015	\$ 583.08	340
1503	1503801	Nucm Thyroid Metast Image Totl	78018	\$ 884.88	340
1503	1503802	Nucm Dosimetry	78020	\$ 183.50	340
1503	1503803	Nucm Bone Marrow Scan-Limited	78102	\$ 446.30	340
1503	1503804	Nucm Bone Marrow Scan-Multiple	78103	\$ 585.25	340
1503	1503805	Nucm Whole Blood Vol(Plas&Rbc)	78122	\$ 291.08	340
1503	1503806	Nucm Liver Imag-Spect No Flow	78205	\$ 622.10	340
1503	1503807	Nucm Gastric Mucosa Imaging	78261	\$ 688.38	340
1503	1503808	Nucm Schilling Test Part II	78271	\$ 731.00	340
1503	1503809	Nucm Peritoneal Shunt Study	78291	\$ 668.85	340
1503	1503810	Nucm Bone Imaging-Triple Phase	78315	\$ 942.40	340
1503	1503811	Nucm Bone Imaging-Spect	78320	\$ 767.30	340
1503	1503812	Nucm Bone Imaging-Mult Areas	78305	\$ 876.20	340
1503	1503813	Nucm Cardiac Shunt Detection	78428	\$ 494.08	340
1503	1503814	Nucm Myocard Perf-Spect-Single	78464	\$ 508.20	340
1503	1503815	Nucm Myocard Perf-Spect-Mult	78465	\$ 1,197.90	340

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1503	1503816	Nucm Myocard Perfus-Wall Motn	78473	\$ 826.25	340
1503	1503817	Nucm Myocard Perfus-Eject Frac	78480	\$ 326.70	340
1503	1503818	Nucm Muga-Gated Spect	78494	\$ 664.50	340
1503	1503819	Nucm Lung Ventil Aerosol	78587	\$ 589.60	340
1503	1503820	Nucm Lung Perf+aerosol Vent	78588	\$ 922.85	340
1503	1503821	Nucm Brain Imag-Lim-Statc+flow	78601	\$ 731.00	340
1503	1503823	Nucm Brain Imaging-Spect	78607	\$ 969.55	340
1503	1503824	Nucm Brain Imaging-Flow Only	78610	\$ 519.03	340
1503	1503825	Nucm Ventricular Shunt Eval	78645	\$ 920.70	340
1503	1503826	Nucm Csf Leak Detection	78650	\$ 956.50	340
1503	1503827	Nucm Kidney Imag W/Capto Lasix	78708	\$ 622.10	340
1503	1503828	Nucm Kidney Imag With Spect	78710	\$ 611.30	340
1503	1503829	Nucm Kidney Func Study-Non Img	78725	\$ 440.60	340
1503	1503830	Nucm Cystogram(Uret Reflax Stud	78740	\$ 615.65	340
1503	1503831	Nucm Tumor Localiz-Limtd Area	78800	\$ 513.20	340
1503	1503832	Nucm Tumor Localiz-Multiple	78801	\$ 731.00	340
1503	1503833	Nucm Tumor Localiz-Spect	78803	\$ 953.25	340
1503	1503834	Nucm Abscess Localiz-Limited	78805	\$ 513.20	340
1503	1503835	Nucm Abscess Localiz-Spect	78807	\$ 953.25	340
1503	1503836	Nucm I-131 Ther Hyperthy Addtl	79001	\$ 508.20	340
1503	1503837	Nucm I-131 Ther Thyr Metastic	79035	\$ 726.00	340
1503	1503838	Nucm Radiopharm Ther Polycythe	79100	\$ 653.40	340
1503	1503839	Nucm Radiopharm Ther Non-Thyrd	79400	\$ 653.40	340
1503	1503840	Nucm I-131 Ther Thyroid Suppre	79020	\$ 508.20	340
1503	1503841	Nucm Iodine 123 100 Uci	A9516	\$ 72.60	636
1503	1503842	Technetium 99m Pertechnet1mci	A9512	\$ 14.52	636
1503	1503843	Nucm Iodine 131(Diagnt>100uci	A4641	\$ 14.52	636
1503	1503844	Nucm Iodine 131(Diagnt 1-6mci	A9518	\$ 174.24	636
1503	1503845	Nucm Sestamibi Dose	A9500	\$ 174.24	636
1503	1503846	Nucm Mibg 0.5 Mci	A9508	\$ 1,887.60	636
1503	1503847	Tc99m Sulf Coll Bone Marr20mci	A9541	\$ 21.78	636
1503	1503848	Nucm Modified Tc99m Sul Col Ly	A9520	\$ 43.56	636
1503	1503849	Nucm Cr51+acd Solution 250 Uci	A9553	\$ 43.56	636
1503	1503850	Nucm Tc99m Ultratag	Q3010	\$ 101.64	636
1503	1503851	Tc99m Disofenin/Mebrofeni15mci	A9537	\$ 50.82	636
1503	1503852	Schilling Test(Rubratope 1 Mci	A9559	\$ 130.68	636
1503	1503853	Nucm Tc99m Mdp(Medronate)30mci	A9503	\$ 21.78	636
1503	1503854	Nucm Tc99m Pyrophosphate 25mci	A9538	\$ 21.78	636
1503	1503855	Nucm Tc99m Maa 10mci	A9540	\$ 21.78	636
1503	1503856	Nucm Krypton 81m	A4641	\$ 290.40	636
1503	1503857	Nucm Xe 133	Q3004	\$ 43.56	636
1503	1503858	Nucm Tc99m Dtpa For Aerosol	C1098	\$ 94.38	636
1503	1503859	Nucm Tc99m Ceretec(Brain Image	A9521	\$ 435.60	636
1503	1503860	Nucm Tc99m Ecd(Neurolite)25mci	A9557	\$ 544.50	636
1503	1503861	Nucm Tl 201 1 Mci	A9505	\$ 43.56	636
1503	1503862	Nucm In 111 Dtpa	C1092	\$ 1,016.40	636
1503	1503863	Nucm Tc99m Dmsa 10 Mci	A9551	\$ 203.28	636
1503	1503864	Nucm Tc99m Dtpa	A9515	\$ 26.14	636
1503	1503865	Nucm Tc99m Mag3	Q3005	\$ 217.80	636
1503	1503866	Nucm Gallium 67 Citrate	Q3002	\$ 21.78	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1503	1503867	Nucm Oncoscint(Satumornab)	A4642	\$ 2,178.00	636
1503	1503868	Nucm Octreoscan (Octreotide)	J2352	\$ 1,742.40	636
1503	1503869	Nucm In-111 Oxine Labeled Wbcs	C1091	\$ 726.00	636
1503	1503870	Nucm Tc99m Ceretec Labeled Wbc	A9521	\$ 798.60	636
1503	1503871	Nucm I131 Trtmt Hyperthrd<15mc	79001	\$ 290.40	333
1503	1503872	Nucm I131 Trtmt Hyperthrd<30mc	79900	\$ 435.60	636
1503	1503873	Nucm I131 Thyroid Ablat(50-75)	79900	\$ 871.20	636
1503	1503874	Nucm I131 Thyr Ther Carc75-100	79900	\$ 1,452.00	636
1503	1503875	Nucm I131thyr Ther Carc101-150	79900	\$ 2,178.00	636
1503	1503876	Nucm I131thyr Ther Carc151-200	79900	\$ 2,904.00	636
1503	1503877	Nucm I131thyr Ther Carc201-250	79900	\$ 3,630.00	636
1503	1503878	Nucm I131thyr Ther Carcnom>250	79900	\$ 4,356.00	636
1503	1503879	Nucm P-32 Rx Of Polycythemia	79900	\$ 798.60	636
1503	1503880	Nucm P-32 Intracavitary	79900	\$ 3,630.00	636
1503	1503881	Nucm Strontium-89 Clr 1mci	A9600	\$ 5,082.00	636
1503	1503882	Nucm I123 Mibg 0.5 Mcl	A9508	\$ 2,040.00	636
1504	1504401	Sono Research Study	76999	\$ 163.40	402
1504	1504402	Sono Mass Biopsy	76942	\$ 634.42	402
1504	1504403	Sono Biophys Profile	76818	\$ 287.29	402
1504	1504404	Sono Testicular Scan	76870	\$ 295.33	402
1504	1504405	Sono Neonatal Body	76700	\$ 323.55	402
1504	1504406	Sono Neonatal Renal	76775	\$ 327.61	402
1504	1504408	Sono Echocard Fetal	76825	\$ 435.35	402
1504	1504409	Sono Abdom Paracent	76942	\$ 634.42	402
1504	1504410	Sono Thyroid Sonogm	76536	\$ 327.61	402
1504	1504411	Sono Absces Drainage	75989	\$ 969.31	402
1504	1504412	Sono Neonatal Head	76506	\$ 481.89	402
1504	1504413	Sono Carotid Doppler	76536	\$ 290.98	402
1504	1504415	Sono Doppler Arter P Unilat	93923	\$ 278.77	921
1504	1504416	Sono Port Ultrasnd	76986	\$ 450.60	402
1504	1504417	Sono Intrutern Trnsf	76941	\$ 462.62	402
1504	1504418	Sono Extremity Unilat	76880	\$ 322.61	402
1504	1504419	Sono Chest	76604	\$ 327.61	402
1504	1504421	Sono Miscellaneous	76999	\$ 441.57	402
1504	1504428	Sono Echocardiogrphy	93307	\$ 363.00	402
1504	1504429	Sono Us Follicl Stdy	76857	\$ 262.75	402
1504	1504430	Sono Us Folic Sty-Fu	76857	\$ 262.75	402
1504	1504431	Sono Limited Retroperitoneum	76775	\$ 282.20	402
1504	1504432	Sono Transplanted Kidney	76778	\$ 462.00	402
1504	1504433	Sono Complt Ob Mult Gest >1tri	76810	\$ 625.40	402
1504	1504434	Sono Ob Followup Or Repeat	76816	\$ 277.20	402
1504	1504435	Sono Infant Hip	76885	\$ 440.60	402
1504	1504436	Sono GI Endoscope	76975	\$ 638.60	402
1504	1504437	Sno Dplx Art/Vn,Abd,Pel,Scr,Rt	93975	\$ 316.80	921
1504	1504438	Sono Thoracenthsis	76942	\$ 525.45	402
1504	1504439	Sono Limited Duplex	93976	\$ 211.20	921
1504	1504440	Sono Dup Aorta,Ivc,Il,Bypass C	93978	\$ 343.20	921
1504	1504441	Sono Dup Arta,Ivc,Il,Byps Lmt	93979	\$ 211.20	921
1504	1504442	Sono Breast Ultrasnd	76645	\$ 253.98	402
1504	1504443	Sono Breast Ultsd Bl	76645	\$ 291.62	402

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1504	1504445	Sono Breast Needl Localization	76096	\$ 291.06	402
1504	1504446	Sono Addl Localizatr	76097	\$ 133.26	402
1504	1504447	Sono Duplex Penile Vessels	93980	\$ 303.60	921
1504	1504448	Sono Dplx Penile Vessls Lim/Fu	93981	\$ 198.00	921
1504	1504449	Sono Ultrsnd Guid Cre Ndl Bpsy	76942	\$ 525.45	402
1504	1504450	Sono Abdom Sonogram	76700	\$ 425.79	402
1504	1504454	Sono Single Quadrant	76705	\$ 325.86	402
1504	1504456	Sono Renal Sonogram	76775	\$ 425.79	402
1504	1504458	Sono Guidance Cyst Asplr	76942	\$ 634.42	402
1504	1504459	Sono Guidance For Needl Biopsy	76942	\$ 634.42	402
1504	1504463	Sono Infant Hlps	76880	\$ 241.96	402
1504	1504465	Sono Venous Study Unilat	93922	\$ 278.77	400
1504	1504466	Sono Venous Study Bilat	93965	\$ 417.74	402
1504	1504470	Sono Ob Ultrasound Lmtd	76815	\$ 294.30	402
1504	1504474	Sono Ob Ultrasound	76805	\$ 369.69	402
1504	1504476	Sono Repeat Ob Ultsd	76816	\$ 240.00	402
1504	1504477	Echo Exam Pregnant Uterus76805	76805	\$ 401.00	402
1504	1504478	Echo Exam Pregnant Uterus76810	76810	\$ 401.00	402
1504	1504487	Sono Transvaginal Ultrasound	76830	\$ 292.05	402
1504	1504488	Sono Amniocentesis	76946	\$ 462.62	402
1504	1504489	Sono Pelvic Ultrsnd	76856	\$ 290.98	402
1504	1504490	Sono Hysterosonogram	76831	\$ 658.40	402
1504	1504494	Sono Aorta Ultrasnd	76775	\$ 327.61	402
1504	1504495	Sono Spinal Canal Ultrasound	76800	\$ 462.38	402
1504	1504496	Sono Guid/Intrauterine Cordloc	76941	\$ 309.92	402
1504	1504497	Sono Compressn Pseudoaneurysm	76936	\$ 668.75	402
1504	1504498	Duplex Lower Ext Artery Bilat	93925	\$ 417.74	921
1504	1504499	Sono Popliteal Bilat	76925	\$ 483.30	921
1504	1504703	Sono Limited Retroperitoneum	76775	\$ 264.93	402
1504	1504704	Sono Transplanted Kidney	76778	\$ 420.00	402
1504	1504705	Comp Ob Sono Mult Gest>1trimst	76810	\$ 569.00	402
1504	1504706	Ob Sono Followup Or Repeat	76816	\$ 257.00	402
1504	1504707	Sono Infant Hlp	76885	\$ 401.00	402
1504	1504708	Sono GI Endoscope Ultrasound	76975	\$ 581.00	402
1504	1504709	Dplx-Art&Vein,Abd,Pel,Scro Cmp	93975	\$ 288.00	#Deleted
1504	1504710	Sono Limited Duplex	93976	\$ 192.00	#Deleted
1504	1504711	Dplx Aorta,ivc,iliac By Complt	93978	\$ 312.00	#Deleted
1504	1504712	Dplx Aorta,ivc,iliac By Limitd	93979	\$ 192.00	#Deleted
1504	1504713	Sono Duplex Penile Vessels	93980	\$ 276.00	#Deleted
1504	1504714	Duplex Penile Vessels Lim/Fu	93981	\$ 180.00	#Deleted
1504	1504715	Sono Us Core Biopsy	76942	\$ 525.45	402
1505	1505590	Phys Dosimet-1	77331	\$ 176.83	330
1507	1507642	Xray Mri Brain	70551	\$ 1,425.00	610
1507	1507643	Xray Mri T.M.J.	70336	\$ 1,395.00	610
1507	1507644	Xray Mri Orbt/Fce/Nk	70540	\$ 1,395.00	610
1507	1507645	Xray Mri Chest	71550	\$ 1,580.00	610
1507	1507646	Xray Mri Spine-Cerv	72141	\$ 1,416.39	610
1507	1507647	Xray Mri Spine-Thor	72146	\$ 1,416.39	610
1507	1507648	Xray Mri Spine-Lumbr	72148	\$ 1,395.37	610
1507	1507649	Xray Mri Up Extr N/J	73220	\$ 2,030.00	610

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1507	1507650	Xray Mri Up Extr Jnt	73221	\$ 1,395.37	610
1507	1507651	Xray Mri L Extr No J	73720	\$ 2,033.28	610
1507	1507652	Xray Mri L Extr Jnt	73721	\$ 1,395.37	610
1507	1507653	Xray Mri Abdomen	74181	\$ 1,416.39	610
1507	1507654	Mri Contrast	A4643	\$ 273.52	250
1507	1507655	Xray Mri With Anesthesia	73220	\$ 1,227.31	610
1507	1507656	Xray Mri Breast - Unilat	76093	\$ 1,390.37	610
1507	1507657	Xray Mri Breast - Bilat	76094	\$ 1,981.98	610
1507	1507658	Xray Mra (Anglo) Up Extremity	73225	\$ 1,390.37	610
1507	1507659	Xray Mra (Anglo) Low Extremity	88912	\$ 1,390.37	610
1507	1507660	Xray Cardiac Mri W/O Contrast	75552	\$ 1,390.37	610
1507	1507661	Xray Cardiac Mri W Contrast	75553	\$ 1,390.37	610
1507	1507662	Xray Complete Cardiac Mri	75554	\$ 1,390.37	610
1507	1507663	Xray Mra Brain	70544	\$ 1,562.50	610
1507	1507664	Mri Cervical Spine W/Contrast	72142	\$ 1,567.50	610
1507	1507665	Mri Cervical Spine W&W/O Contr	72156	\$ 1,915.00	610
1507	1507666	Mri Thoracic Spine W/ Contrast	72147	\$ 1,382.50	#Deleted
1507	1507667	Mri Thoracic Spine W&W/O Contr	72157	\$ 1,777.50	610
1507	1507668	Mri Lumbar Spine With Contrast	72149	\$ 1,557.50	610
1507	1507669	Mri Lumbar Spine W&W/O Contrst	72158	\$ 1,265.00	610
1507	1507670	Mra Spine With Or W/O Contrast	72159	\$ 1,680.00	610
1508	1508119	Xray Ct Scan/Head	70480	\$ 805.00	350
1508	1508124	Xray Mtrz Cstrngm/Ct	76499	\$ 1,090.28	350
1508	1508126	Xray Ct Scan/Body	71250	\$ 802.75	350
1508	1508127	Xray Mirz Cystrn/Ct	76499	\$ 1,579.46	350
1508	1508128	Xray Ct Scan Treatment Plan	76370	\$ 447.08	350
1508	1508137	Xray Ct Absces Drain	75989	\$ 1,211.26	350
1508	1508138	Xray Ct Biopsy Needl	76360	\$ 715.34	350
1508	1508147	Xray Ct Head W/O Cnt	70450	\$ 729.00	350
1508	1508148	Xray Ct Head W Cntrs	70460	\$ 773.00	350
1508	1508149	Xray Ct head W&W/O Cn	70470	\$ 943.00	350
1508	1508150	Xray Ct Abdomen W/O Contrast	74150	\$ 802.75	350
1508	1508151	Xray Ct Abdomen With Contrast	74160	\$ 918.46	350
1508	1508152	Xray Ct Abdomen W&W/O Contrast	74170	\$ 1,191.98	350
1508	1508154	Xray Ct Pelvis	72192	\$ 790.48	350
1508	1508170	Xray Ct-Limited Body	76380	\$ 452.73	350
1508	1508171	Xray Ct Bone Mnriztn	76070	\$ 241.96	350
1508	1508611	Xray Ct Orbt/Sinus	70486	\$ 729.00	350
1508	1508612	Xray Ct Abdomen W/O	74150	\$ 790.48	350
1508	1508613	Xray Ct Lumbar Spine	72131	\$ 790.48	350
1508	1508617	Xray Ct Cyst Apsir	76365	\$ 1,407.89	350
1508	1508618	Xray Ct Neck W/O	70490	\$ 790.00	350
1508	1508619	Xray Ct Orbt/Sns/Fcew/Contrast	70487	\$ 807.50	350
1508	1508620	Xray Ct Sella W/Cont	70481	\$ 952.50	350
1508	1508621	Xray Ct Neck W/Cont	70491	\$ 819.00	350
1508	1508622	Xray Ct Orb/S/F W-Wo	70488	\$ 1,007.50	350
1508	1508623	Xray Ct Sella W&W/O	70482	\$ 1,092.50	350
1508	1508624	Xray Ct Neck W&W/O	70492	\$ 970.00	350
1508	1508625	Xray Ct Thorc/Spn Wo	72128	\$ 802.75	350
1508	1508626	Xray Ct Arm W/O	73200	\$ 790.48	350

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1508	1508627	Xray Ct Leg W/O	73700	\$ 790.48	350
1508	1508628	Xray Ct Cerv/Spine W	72126	\$ 932.50	350
1508	1508629	Xray Ct Thorac/Spn W	72129	\$ 932.50	350
1508	1508630	Xray Ct Lumbar Spn W	72132	\$ 932.50	350
1508	1508631	Xray Ct Pelvis W Cont	72193	\$ 899.18	350
1508	1508632	Xray Ct Lung/Media W	71260	\$ 937.75	350
1508	1508633	Xray Ct Arm W/Cont	73201	\$ 802.75	350
1508	1508634	Xray Ct Leg W/Cont	73701	\$ 802.75	350
1508	1508635	Xray Ct Crv/Spn W/Wo	72127	\$ 1,120.10	350
1508	1508636	Xray Ct Thr/Spn W/Wo	72130	\$ 1,120.10	350
1508	1508637	Xray Ct Lmbr Spnw/Wo	72133	\$ 1,120.10	350
1508	1508638	Xray Ct Pelvis W&W/O	72194	\$ 1,074.51	350
1508	1508639	Xray Ct Lung/Medw/Wo	71270	\$ 1,139.38	350
1508	1508640	Xray Ct Arm W & W/O	73202	\$ 1,035.00	350
1508	1508641	Xray Ct Leg W & W/O	73702	\$ 1,040.00	350
1508	1508642	Xray Ct Non-Ionic Cont Del4/98		\$ 152.46	255
1508	1508643	Xray Ct Lim/Local Folup Del498	76380	\$ 452.73	320
1508	1508644	Xray Ct 3-D Reconst Del 4/98	76375	\$ 784.08	320
1508	1508645	Ct Angiography Of Chest	71275	\$ 1,217.50	350
1508	1508646	Ct Angiography Of Head	70496	\$ 1,625.00	350
1508	1508647	Ct Angiography Of Neck	70498	\$ 1,657.50	350
1508	1508648	Ct Angiography Low Extremity	73706	\$ 1,227.50	350
1508	1508649	Ct Angiography Abdomnl Aorta	75635	\$ 1,352.73	350
1508	1508650	Ct Angiography Of Abdomen	74175	\$ 1,246.25	350
1508	1508950	Nymi Ct Non-Ionic Contrast		\$ 152.46	255
1508	1508951	Xray Ct Lim Or Local Follow Up	76380	\$ 452.73	350
1508	1508952	Xray Ct 3-D Reconstruction	76375	\$ 784.08	350
1508	1508953	Xray Ct Scanogram	76040	\$ 84.00	350
1510	1510001	Xray Myelography Posterior Fossa	70010	\$ 849.00	320
1510	1510002	Xray Cisternography Pos Contrst	70015	\$ 413.00	320
1510	1510003	Xray Eye For Foreign Body	70030	\$ 97.00	320
1510	1510004	Xray Mandible Partial <4 View	70100	\$ 113.00	320
1510	1510005	Xray Mandible Cmplt 4or> View	70110	\$ 139.00	320
1510	1510006	Xray Mastoids <3 View Per Side	70120	\$ 129.00	320
1510	1510007	Xraymastoids Cmplt 3or> View	70130	\$ 180.00	320
1510	1510008	Xray Intrni Audltry Meati Cplt	70134	\$ 174.00	320
1510	1510009	Xray Facial Bones <3 View/Side	70140	\$ 130.00	320
1510	1510010	Xray Facial Bones Cmplt 3or>v	70150	\$ 167.00	320
1510	1510011	Xray Nasal Bones Cmplt 3or>v	70160	\$ 112.00	320
1510	1510012	Xray Dacryocyst Nasolacrimal	70170	\$ 198.00	320
1510	1510013	Xray Optic Foramina	70190	\$ 133.00	320
1510	1510014	Xray Orbits Cmplt 4or> Views	70200	\$ 171.00	320
1510	1510015	Xray Sinuses Paranasal <3 View	70210	\$ 127.00	320
1510	1510016	Xray Sinuses Paranasal 3> View	70220	\$ 166.00	320
1510	1510017	Xray Sella Turcica	70240	\$ 100.00	320
1510	1510018	Xray Skull < 4 Views	70250	\$ 138.00	320
1510	1510019	Xray Skull Cmplt 4or> Views	70260	\$ 197.00	320
1510	1510020	Xray Teeth Single View	70300	\$ 55.00	320
1510	1510021	Xray Teeth Partl < Full Mth Vw	70310	\$ 92.50	320
1510	1510022	Xray Teeth Cmplt Full Mouth	70320	\$ 161.00	320

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510023	Xray Tmj Unilateral	70328	\$ 108.00	320
1510	1510024	Xray Tmj Bilateral	70330	\$ 171.00	320
1510	1510025	Xray Arthrography Tmj	70332	\$ 409.00	320
1510	1510026	Xray Cephalogram Orthodont	70350	\$ 93.00	320
1510	1510027	Xray Orthopantogram	70355	\$ 125.00	320
1510	1510028	Xray Neck Soft Tissue	70360	\$ 97.00	320
1510	1510029	Xray Pharynx/Lrynx Fluor/Mag	70370	\$ 252.00	320
1510	1510030	Xray Cmplx Pharyn Spch Eval	70371	\$ 462.00	320
1510	1510031	Xray Laryngography W/Cntrst	70373	\$ 346.00	320
1510	1510032	Xray Salivary Gland For Calcls	70380	\$ 135.00	320
1510	1510033	Xray Sialography	70390	\$ 336.00	320
1510	1510034	Xray Chest 1 View, Frontal	71010	\$ 106.00	320
1510	1510035	Xray Chest 1 Vw, Frontl Stereo	71015	\$ 118.00	320
1510	1510036	Xray Chest 2 Vw Frontl&Laterl	71020	\$ 135.00	320
1510	1510037	Xray Chest 2 Vw Fr/Lat W/Lrdtc	71021	\$ 163.00	320
1510	1510038	Xray Chest 2 Vw Fr/Lat W/Oblq	71022	\$ 172.00	320
1510	1510039	Xray Chest 2 Vw Fr/Lat W/Fluor	71023	\$ 190.00	320
1510	1510040	Xray Chest Cmpit 4or> Views	71030	\$ 174.00	320
1510	1510041	Xray Chest Cmpit 4>vw W/Fluor	71034	\$ 299.00	320
1510	1510042	Xray Chest Special Views	71035	\$ 113.00	320
1510	1510043	Xray Bronchography Unilatrl	71040	\$ 323.00	320
1510	1510044	Xray Bronchography Bilatrl	71060	\$ 461.00	320
1510	1510045	Xray Pacemkr Insrt Fluor&Rad	71090	\$ 352.00	320
1510	1510046	Xray Ribs Unilateral 2 Views	71100	\$ 127.00	320
1510	1510047	Xray Ribs Unilt 2 Vw/W Chst 3v	71101	\$ 150.00	320
1510	1510048	Xray Ribs Bilateral 3 Views	71110	\$ 168.00	320
1510	1510049	Xray Ribs Bilt 3 Vw/W Chst 4>v	71111	\$ 193.00	320
1510	1510050	Xray Sternum 2or> Views	71120	\$ 137.00	320
1510	1510051	Xray Sternoclav Jnt(S) 3or> Vw	71130	\$ 148.00	320
1510	1510052	Xray Spine Anteropost & Latrl	72010	\$ 236.60	320
1510	1510053	Xray Spine Single View Spec Lv	72020	\$ 93.80	320
1510	1510054	Xray Cervical Spine <4 Views	72040	\$ 132.20	320
1510	1510055	Xray Cervical Spine 4or> Views	72050	\$ 194.60	320
1510	1510056	Xray Cerv Spine W/Oblq/Flx/Ext	72052	\$ 234.20	320
1510	1510057	Xray Thorac Spine Stnd(Scolios	72069	\$ 117.80	320
1510	1510058	Xray Thoracic Spine, 2 Views	72070	\$ 139.40	320
1510	1510059	Xray Thoracic Spine, 3 Views	72072	\$ 153.80	320
1510	1510060	Xray Thoracic Spine Min 4 View	72074	\$ 179.00	320
1510	1510061	Xray Thracolmbr Spne Mln 4 Vw	72080	\$ 145.40	320
1510	1510062	Xray Spne Scolosis Stdy Sup&Er	72090	\$ 155.00	320
1510	1510063	Xray Lumbosac Spine 2/3 Views	72100	\$ 145.40	320
1510	1510064	Xray Lumbosac Spine Mln 4 Vws	72110	\$ 197.00	320
1510	1510065	Xray Lumbosac Spine W/Bend Vw	72114	\$ 243.80	320
1510	1510066	Xray Lumbosac Sp Bnd Vw Only	72120	\$ 180.20	320
1510	1510067	Xray Pelvis Anteropost <3 Vws	72170	\$ 111.80	320
1510	1510068	Xray Pelvis Cmpit 3or> Views	72190	\$ 140.60	320
1510	1510069	Xray Sacroillac Joint <3 Views	72200	\$ 111.80	320
1510	1510070	Xray Sacroillac Joint 3or> Vws	72202	\$ 129.80	320
1510	1510071	Xray Sacrum & Coccyx 20r> Vws	72220	\$ 120.20	320
1510	1510072	Xray Myelography Cervical	72240	\$ 860.60	320

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510073	Xray Myelography Thoracic	72255	\$ 793.40	320
1510	1510074	Xray Myelography LumboSac	72265	\$ 745.40	320
1510	1510075	Xray Myelography Entire Spine	72270	\$ 1,131.80	320
1510	1510076	Xray Epidurography	72275	\$ 456.20	320
1510	1510077	Xray Diskography Cervical	72285	\$ 1,436.60	320
1510	1510078	Xray Diskography Lumbar	72295	\$ 1,301.00	320
1510	1510079	Xray Clavicle Complete	73000	\$ 109.40	320
1510	1510080	Xray Scapula Complete	73010	\$ 111.80	320
1510	1510081	Xray Shoulder 1 View	73020	\$ 101.00	320
1510	1510082	Xray Shoulder 2or> Views	73030	\$ 121.40	320
1510	1510083	Xray Arthrography Shoulder	73040	\$ 410.60	320
1510	1510084	Xray Acromioclav Joint Bilateral	73050	\$ 141.80	320
1510	1510085	Xray Humerus 2or> Views	73060	\$ 120.20	320
1510	1510086	Xray Elbow Less Than 3 Views	73070	\$ 108.20	320
1510	1510087	Xray Elbow 3 Or More Views	73080	\$ 120.20	320
1510	1510088	Xray Arthrography Elbow	73085	\$ 411.80	320
1510	1510089	Xray Forearm Less Than 3 Vws	73090	\$ 109.40	320
1510	1510090	Xray Up Extrem, Infant 2or> Vw	73092	\$ 104.60	320
1510	1510091	Xray Wrist Less Than 3 Views	73100	\$ 108.20	320
1510	1510092	Xray Wrist 3 Or More Views	73110	\$ 113.00	320
1510	1510093	Xray Arthrography Wrist	73115	\$ 335.00	320
1510	1510094	Xray Hand Less Than 3 Views	73120	\$ 105.80	320
1510	1510095	Xray Hand 3 Or More Views	73130	\$ 113.00	320
1510	1510096	Xray Finger(S) 2 Or More Views	73140	\$ 90.20	320
1510	1510097	Xray Hip Unilateral 1 View	73500	\$ 104.60	320
1510	1510098	Xray Hip Unilateral 2or> Views	73510	\$ 128.60	320
1510	1510099	Xrayhip Bilateral 2Or> Vw Ea Hi	73520	\$ 151.40	320
1510	1510100	Xray Arthrography Hip	73525	\$ 410.60	320
1510	1510101	Xray Hip Durng Operativ Proced	73530	\$ 131.00	320
1510	1510102	Xray Pelvis&Hips Inf/Child 2>v	73540	\$ 127.40	320
1510	1510103	Xray Arthrography Sacroiliac	73542	\$ 414.20	320
1510	1510104	Xray Femur 2 Views	73550	\$ 120.20	320
1510	1510105	Xray Knee Less Than 3 Views	73560	\$ 109.20	320
1510	1510106	Xray Knee 3 Views	73562	\$ 123.80	320
1510	1510107	Xray Knee 4 Or More Views	73564	\$ 138.20	320
1510	1510108	Xray Knees(Both),Standing,Antp	73565	\$ 109.40	320
1510	1510109	Xray Arthrography Knee	73580	\$ 486.20	320
1510	1510110	Xray Tibia And Fibula 2 Views	73590	\$ 111.80	320
1510	1510111	Xray Low Extrem Infant 2or> Vw	73592	\$ 105.80	320
1510	1510112	Xray Ankle 2 Views	73600	\$ 105.80	320
1510	1510113	Xray Ankle 3 Or More Views	73610	\$ 113.00	320
1510	1510114	Xray Arthrography Ankle	73615	\$ 411.80	320
1510	1510115	Xray Foot 2 Views	73620	\$ 105.80	320
1510	1510116	Xray Foot 3 Or More Views	73630	\$ 113.00	320
1510	1510117	Xray Calcaneus 2 Or More Vws	73650	\$ 103.40	320
1510	1510118	Xray Toe(S) 2 Or More Views	73660	\$ 90.20	320
1510	1510119	Xray Abdomen 1 Anteropost Vw	74000	\$ 113.00	320
1510	1510120	Xray Abdomen Anteropst&Obliq	74010	\$ 131.00	320
1510	1510121	Xray Abdomen W/Decub/Erect Vw	74020	\$ 143.00	320
1510	1510122	Xray Abdomen Acute Series	74022	\$ 170.60	320

Nassau University Medical Center
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 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510123	Xray Peritoneogram	74190	\$ 279.80	320
1510	1510124	Xray Pharynx &/Or Cervcl Esoph	74210	\$ 241.40	320
1510	1510125	Xray Esophagus	74220	\$ 259.40	320
1510	1510126	Xray Swallowing Function	74230	\$ 289.40	320
1510	1510127	Xray Rmv For Bdy Esoph W/Balln	74235	\$ 599.00	320
1510	1510128	Xray Upper GI Tract W/O Kub	74240	\$ 339.80	320
1510	1510129	Xray Upper GI Tract W Kub	74241	\$ 343.40	320
1510	1510130	Xray Upper GI W/ Small Intestn	74245	\$ 515.00	320
1510	1510131	Xray Up GI Trct Hd Bar W/O Kub	74246	\$ 367.40	320
1510	1510132	Xray Up GI Trct Hd Barm W/ Kub	74247	\$ 374.60	320
1510	1510133	Xray Up GI Trc Hd Bar W/Sm Int	74249	\$ 542.60	320
1510	1510134	Xray Small Intestine	74250	\$ 279.80	320
1510	1510135	Xray Sml Intest Via Enteroclys	74251	\$ 1,063.88	320
1510	1510136	Xray Duodenography Hypotonic	74260	\$ 890.20	320
1510	1510137	Xray Colon Barm Enema W/O Kub	74270	\$ 381.08	320
1510	1510138	Xray Colon Hi Dens Bar Glucagn	74280	\$ 524.38	320
1510	1510139	Xray Ther Enema Reduct/Obstrct	74283	\$ 735.80	320
1510	1510140	Xray Cholecyst W/Oral Contrast	74290	\$ 169.40	320
1510	1510141	Xray Cholecyst W/ Cont Add/Rpt	74291	\$ 173.73	320
1510	1510142	Xray Cholang/Pancreat Intraop	74300	\$ 245.00	320
1510	1510143	Xray Cholang/Pancr Intraop Add	74301	\$ 125.00	320
1510	1510144	Xray Cholang/Pancr Postop Cath	74305	\$ 194.60	320
1510	1510145	Xray Cholangiog Percut Transh	74320	\$ 560.60	320
1510	1510146	Xray Remov Biliary Duct Calculs	74327	\$ 387.80	320
1510	1510147	Xray Endoscop Cath Biliary Dct	74328	\$ 589.40	320
1510	1510148	Xray Endoscop Cath Pancreatic	74329	\$ 589.40	320
1510	1510149	Xray Bile/Panc Endoscopy	74330	\$ 624.20	320
1510	1510150	Xray Introduction Long GI Tube	74340	\$ 483.80	320
1510	1510151	Xray Percut Plcmt Gastrost Tbe	74350	\$ 594.00	320
1510	1510152	Xray Percut Plcmt Enterocl Tbe	74355	\$ 523.40	320
1510	1510153	Xray Intralum Dilatn Strc/Obst	74360	\$ 561.80	320
1510	1510154	Xray Percut Trans Dil Bile Duc	74363	\$ 1,055.00	320
1510	1510155	Xray Urography Iv W/Wo Kub/Tom	74400	\$ 341.00	320
1510	1510156	Xray Urograph Infus Drip/Bolus	74410	\$ 378.20	320
1510	1510157	Xray Urogrph Inf Drp/Bol W/Nph	74415	\$ 403.40	320
1510	1510158	Xray Urography Retrograde	74420	\$ 455.00	320
1510	1510159	Xray Urography Antegrade	74425	\$ 260.60	320
1510	1510160	Xray Cystography 3or> Views	74430	\$ 216.20	320
1510	1510161	Xray Vaso/Vesiculo/Epididymogr	74440	\$ 237.80	320
1510	1510162	Xray Corporo Cavernosograph	74445	\$ 368.60	320
1510	1510163	Xray Urethrocyst Retrograde	74450	\$ 278.60	320
1510	1510164	Xray Urethrocystogrph Voiding	74455	\$ 297.80	320
1510	1510165	Xray Renal Cyst Trnslmbr W/Cnt	74470	\$ 282.20	320
1510	1510166	Xray Catheter Renal Pelvis	74475	\$ 696.20	320
1510	1510167	Xray Ureteral Catheter/Stent	74480	\$ 696.20	320
1510	1510168	Xray Dilation Nephrostomy	74485	\$ 561.80	320
1510	1510169	Xray Pelvimetry W/W/O Plac Loc	74710	\$ 219.80	320
1510	1510170	Xray Hysterosalpingography	74740	\$ 264.20	320
1510	1510171	Xray Trnscrvt Cth Fallopian Tbe	74742	\$ 572.60	320
1510	1510172	Xray Perineogram	74775	\$ 330.20	320

Nassau University Medical Center
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 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510173	Xray Aortography Thor W/O Ser	75600	\$ 1,941.80	320
1510	1510174	Xray Aortography Thor By SerI	75605	\$ 2,055.80	320
1510	1510175	Xray Aortography Abdom By Ser	75625	\$ 2,053.40	320
1510	1510176	Xray Aortgrphy Abdom+bil Ilio	75630	\$ 2,250.20	320
1510	1510177	Xray Angiogrph Cervicocerebral	75650	\$ 2,114.60	320
1510	1510178	Xray Angiogrph Brachi Rtrogrd	75658	\$ 2,089.40	320
1510	1510179	Xray Angiogrph Ext Carotid Uni	75660	\$ 2,084.60	320
1510	1510180	Xray Angiogrph Ext Carotid Bil	75662	\$ 2,150.60	320
1510	1510181	Xray Angogrph Carotd Crbrl Uni	75665	\$ 2,085.80	320
1510	1510182	Xray Angogrph Carotd Crbrl Bi	75671	\$ 2,145.80	320
1510	1510183	Xray Angogrph Carotd Cerv Uni	75676	\$ 2,087.00	320
1510	1510184	Xray Angogrph Carotd Cerv Bi	75680	\$ 2,145.80	320
1510	1510185	Xray Angogrph Vrtbrl Cervical	75685	\$ 2,083.40	320
1510	1510186	Xray Angogrph Spinal Selectv	75705	\$ 2,239.40	320
1510	1510187	Xray Angogrph Extremity Unilat	75710	\$ 2,057.00	320
1510	1510188	Xray Angogrph Extremity Bilat	75716	\$ 2,083.40	320
1510	1510189	Xray Angogrph Renal Sictv Uni	75722	\$ 2,055.80	320
1510	1510190	Xray Angogrph Renal Sictv Bi	75724	\$ 2,120.60	320
1510	1510191	Xray Angiography Visceral	75726	\$ 2,053.40	320
1510	1510192	Xray Angiography Adrenal Uni	75731	\$ 2,053.40	320
1510	1510193	Xray Angiography Adrenal Bilat	75733	\$ 2,083.40	320
1510	1510194	Xray Angiography Pelvic	75736	\$ 2,053.40	320
1510	1510195	Xray Angiography Pulm Unilat	75741	\$ 2,083.40	320
1510	1510196	Xray Angiography Pulm Bilat	75743	\$ 2,142.20	320
1510	1510197	Xray Angogrph Pulm Cath/injct	75746	\$ 2,053.40	320
1510	1510198	Xray Angogrph Intrnl Mammary	75756	\$ 2,060.60	320
1510	1510199	Xray Angogrph Ea Add Vessel	75774	\$ 1,919.00	320
1510	1510200	Xray Angogrph Arterioven Shunt	75791	\$ 784.90	320
1510	1510201	Xray Lymphang Extremity Unilat	75801	\$ 945.80	320
1510	1510202	Xray Lymphang Extremity Bilat	75803	\$ 1,004.60	320
1510	1510203	Xray Lymphang Pelvic/Abdom Uni	75805	\$ 1,044.20	320
1510	1510204	Xray Lymphang Pelvic/Abdom Bi	75807	\$ 1,105.40	320
1510	1510205	Xray Shuntogram Of Prev Placed	75809	\$ 237.78	320
1510	1510206	Xray Splenoportography	75810	\$ 2,054.60	320
1510	1510207	Xray Venography Extrem Unilat	75820	\$ 289.90	320
1510	1510208	Xray Venography Extrem Bilat	75822	\$ 408.20	320
1510	1510209	Xray Venography Caval/Ser/Inf	75825	\$ 2,054.60	320
1510	1510210	Xray Venography Caval/Ser/Sup	75827	\$ 2,051.00	320
1510	1510211	Xray Venography Renal/Sel/Uni	75831	\$ 2,051.00	320
1510	1510212	Xray Venography Renal/Sel/Bi	75833	\$ 2,114.60	320
1510	1510213	Xray Venography Adrenal Uni	75840	\$ 2,057.00	320
1510	1510214	Xray Venography Adrenal Bi	75842	\$ 2,113.40	320
1510	1510215	Xray Venography Sinus/Jugulr	75860	\$ 2,057.00	320
1510	1510216	Xray Venograph Sup Sagtl Sinus	75870	\$ 2,057.00	320
1510	1510217	Xray Venography Epidural	75872	\$ 2,053.40	320
1510	1510218	Xray Venography Orbital	75880	\$ 435.35	320
1510	1510219	Xray Percut Trans Port W/Hem	75885	\$ 2,103.80	320
1510	1510220	Xray Percut Trans Port W/O Hem	75887	\$ 2,103.80	320
1510	1510221	Xray Hepatic Venogphy W/Hemo	75889	\$ 2,051.00	320
1510	1510222	Xray Hepatic Venogphy W/O Hemo	75891	\$ 2,051.00	320

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510223	Xray Venous Sampling By Cath	75893	\$ 1,947.80	320
1510	1510224	Xray Transcath Therapy Embol	75894	\$ 3,780.20	320
1510	1510225	Xray Transcath Therapy Infus	75896	\$ 3,318.20	320
1510	1510226	Xray Angogroph Thru Exist Cath	75898	\$ 447.80	320
1510	1510227	Xray Prev Arterial Cath W/Cont	75900	\$ 3,171.80	320
1510	1510228	Xray Mech Remvl Pericath Matr	75901	\$ 458.15	320
1510	1510229	Xray Mech Remvl Intralum Matr	75902	\$ 401.00	320
1510	1510230	Xray Place Iv Filter Percutans	75940	\$ 1,949.00	320
1510	1510231	Xray Intravasc Sono Initial Vs	75945	\$ 750.20	320
1510	1510232	Xray Intravasc Sono Ea Add Vsl	75946	\$ 416.60	320
1510	1510233	Xray Endovasc Repair Abd Aorta	75952	\$ 365.00	320
1510	1510234	Xray Endovas Rpr Placmt Extens	75953	\$ 365.00	320
1510	1510235	Xray Endovas Rpr Illac Artery	75954	\$ 365.00	320
1510	1510236	Xray Transcath Intro Stent Ea	75960	\$ 2,336.60	320
1510	1510237	Xray Transcth Retriev Intrvasc	75961	\$ 2,286.20	320
1510	1510238	Xray Angioplasty Periph Art 1st	75962	\$ 2,413.40	320
1510	1510239	Xray Angplsty Periph A Ea Addl	75964	\$ 1,301.00	320
1510	1510240	Xray Angplsty Renl/Vsc Art 1st	75966	\$ 2,550.20	320
1510	1510241	Xray Angplsty Renl/Vsc A Addl	75968	\$ 1,299.80	320
1510	1510242	Xray Transcatheter Biopsy	75970	\$ 1,845.80	320
1510	1510243	Xray Angioplasty Venous	75978	\$ 2,409.80	320
1510	1510244	Xray Biliary Drainage W/Cntrst	75980	\$ 1,051.40	320
1510	1510245	Xray Trnscth Plcmt Biliary Drn	75982	\$ 1,149.80	320
1510	1510246	Xray Tube/Cath W/Contrast Mon	75984	\$ 416.60	320
1510	1510247	Xray Abscess Drainage W/Cath	75989	\$ 673.40	320
1510	1510248	Xray Atherectomy Periph Art	75992	\$ 2,407.20	320
1510	1510249	Xray Athrctmy Priph Art Ea Add	75993	\$ 1,296.00	320
1510	1510250	Xray Atherectomy Renal	75994	\$ 2,545.20	320
1510	1510251	Xray Atherectomy Visceral	75995	\$ 2,546.40	320
1510	1510252	Xray Athrctmy Viscerl Ea Addl	75996	\$ 1,292.40	320
1510	1510253	Xray Fluoroscopy Up To 1 Hour	76000	\$ 227.00	320
1510	1510254	Xray Fluoroscopy > 1 Hour	76001	\$ 507.80	320
1510	1510255	Xray Fluor Lclzition Ndl Plcmt	77002	\$ 286.80	320
1510	1510256	Xray Fluor Guld & Local Spine	77003	\$ 291.60	320
1510	1510257	Xray Stress Applic Joint Radio	77071	\$ 82.80	320
1510	1510258	Xray Nose To Rectum Child 1 Vw	76010	\$ 113.00	320
1510	1510259	Xray Prct Vertbroplsty Fluor	72291	\$ 240.00	320
1510	1510260	Xray Percut Vertbroplsty Ct	72292	\$ 270.00	320
1510	1510261	Xray Bone Age Studies	77072	\$ 109.20	320
1510	1510262	Xray Bone Length Studies	77073	\$ 166.80	320
1510	1510263	Xray Osseous Survey Limited	77074	\$ 226.80	320
1510	1510264	Xray Osseous Survey Compit	77075	\$ 304.80	320
1510	1510265	Xray Osseous Survey Infant	77076	\$ 228.00	320
1510	1510266	Xray Jnt Survey 2> Jnts 1 View	77077	\$ 218.40	320
1510	1510267	Xray Dexa Axial Skeleton Study	77080	\$ 507.60	320
1510	1510268	Xray Dexa Appendic Skel Study	77081	\$ 151.20	320
1510	1510269	Xray Radiogrphc Absrptiomtry	76078	\$ 147.60	320
1510	1510270	Xray Abscss/Fistula/Sinus Trct	76080	\$ 252.20	320
1510	1510271	Xray Surglcal Specimen	76098	\$ 96.20	320
1510	1510272	Xray Single Plane Body Section	76100	\$ 295.33	320

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510273	Xray Cmplx Motn Bdy Sectn Uni	76101	\$ 459.23	320
1510	1510274	Xray Cmplx Motn Bdy Sectn Bi	76102	\$ 651.38	320
1510	1510275	Xray Cine/Video Radiology	76120	\$ 227.00	320
1510	1510276	Xray Cine/Video Rad W/Rout Exm	76125	\$ 169.40	320
1510	1510277	Xray Consult Exam Done Elsewhr	76140	\$ 30.00	320
1510	1510278	Xray Xeroradlography	76150	\$ 62.40	320
1510	1510279	Xray Subtraction W/Contrast	76350	\$ 180.00	320
1510	1510280	Xray Unlisted Fluoroscopic	76496	\$ 305.00	320
1510	1510281	Xray Unlisted Diag Radiology	76499	\$ 305.00	320
1510	1510282	Small Intestine Imag Trnslumnl	G0262	\$ 2,845.20	320
1510	1510283	Angio Renal Art W/Cardiac Cath	G0275	\$ 45.60	320
1510	1510284	Angio Iliac Art W/Cardiac Cath	G0278	\$ 45.60	320
1510	1510285	Arthroscopy Knee Loose Body	G0289	\$ 313.20	320
1510	1510286	Radiology Special Supplies	99070	\$ -	270
1510	1510287	Radiology Surgical Tray		\$ 48.00	270
1510	1510288	Locm 100-199mg/MI Iodine, 1ml	Q9965	\$ 0.30	250
1510	1510289	Locm 150-199/MI Iodine Deleted	Q9965	\$ 0.30	250
1510	1510290	Locm 200-299/MI Iodine, 1ml	Q9966	\$ 0.30	250
1510	1510291	Locm 250-299/MI Iodine Deleted	Q9966	\$ 0.30	250
1510	1510292	Locm 300-399mg/MI Iodine,1ml	Q9967	\$ 0.30	250
1510	1510293	Locm 350-399mg/MI Iodn Deleted	Q9967	\$ 0.30	250
1510	1510294	Locm>=400mg/MI Iodine, 1ml		\$ 0.30	250
1510	1510295	Inj Gad-Base Mr Contrast, 1ml	A9579	\$ 3.00	636
1510	1510296	Inj Fe-Based Mr Contrast, 1ml	Q9953	\$ 3.00	250
1510	1510297	Oral Mr Contrast, 100 ML	Q9954	\$ 0.30	250
1510	1510298	Hocm<=149mg/MI Iodine, 1ml	Q9958	\$ 0.36	250
1510	1510299	Hocm 150-199mg/MI Iodine,1ml	Q9959	\$ 0.36	250
1510	1510300	Hocm 200-249mg/MI Iodine,1ml	Q9960	\$ 0.36	250
1510	1510301	Hocm 250-299mg/MI Iodine,1ml	Q9961	\$ 0.36	250
1510	1510302	Hocm 300-349mg/MI Iodine,1ml	Q9962	\$ 0.36	250
1510	1510303	Hocm 350-399mg/MI Iodine,1ml	Q9963	\$ 0.36	250
1510	1510304	Hocm>=400mg/MI Iodine, 1ml	Q9964	\$ 0.36	250
1510	1510305	Thoracentesis	32421	\$ 621.60	320
1510	1510306	Thoracentesis W/Tube Insert	32422	\$ 621.60	320
1510	1510307	Insert Of Tunneled Pleural Cth	32550	\$ 3,667.20	320
1510	1510308	Insertion Of Chest Tube	32551	\$ 621.60	320
1510	1510309	Chemical Pleurodesis	32560	\$ 621.60	320
1510	1510310	Declot By Thrombolytic Agent	36593	\$ 296.40	361
1510	1510311	Insrt Gastro Tbe, Perc, Fluor, Doc	49440	\$ 1,015.20	320
1510	1510312	Insrt Duodn, Jejun, Perc, Flr, Doc	49441	\$ 1,015.20	320
1510	1510313	Insrt Colonic Tbe, Perc, Flr, Doc	49442	\$ 1,303.20	320
1510	1510314	Cnvrt Gastro To Jejun, Per, Fl, Dc	49446	\$ 1,015.20	320
1510	1510315	Repl Gastro/Colnc Tbe, Per, Fl, Dc	49450	\$ 386.40	320
1510	1510316	Repl Duodn Jejun Tbe, Per, Fl, Dc	49451	\$ 386.40	320
1510	1510317	Repl Gastro-Jejun Tbe, Per, Fl, Dc	49452	\$ 386.40	320
1510	1510318	Rem Obstrct Gastro/Col Tb Fl, Dc	49460	\$ 386.40	320
1510	1510319	Cntrst Inj Exst Gast/Coln Tube	49465	\$ 165.60	320
1510	1510320	Rem Snre/Cpt Repl Uret Stn S&I	50385	\$ 2,143.20	320
1510	1510321	Rem Snre/Cpt Uteral Stent S&I	50386	\$ 714.00	320
1510	1510322	Aspiration Of Bladder By Needl	51100	\$ 240.00	320

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1510	1510323	Aspir Of Bladdr Trocar/Intrcth	51101	\$ 123.60	320
1510	1510324	Aspir Bladdr W/Insrst Suprapubc	51102	\$ 2,310.00	320
1510	1510325	Inj Gadoteridol Per Ml	A9576	\$ 0.60	250
1510	1510326	Inj Gadobenate Dimeglumine/Ml	A9577	\$ 0.60	250
1510	1510327	Inj Gadobenate Dimeglum Mlt/Ml	A9578	\$ 0.60	250
1511	1511001	Radt Ther Rad Trtmt Plan Simpl	77261	\$ 255.80	333
1511	1511002	Radt Ther Rad Trtmt Plan Inter	77262	\$ 383.00	330
1511	1511003	Radt Ther Rad Trtmt Plan Cmplx	77263	\$ 564.20	333
1511	1511004	Radt Ther Rad Sim Aided Simple	77280	\$ 636.20	333
1511	1511005	Radt Ther Rad Sim Aided Intrmd	77285	\$ 1,010.00	330
1511	1511006	Radt Ther Rad Sim Aided Cmplx	77290	\$ 1,443.83	333
1511	1511007	Radt Ther Rad Sim Aided 3 Dims	77295	\$ 4,899.80	330
1511	1511008	Radt Unlisted Ther Rad Trtment	77299	\$ 720.00	330
1511	1511009	Radt Basic Dosimetry Calc	77300	\$ 309.80	333
1511	1511010	Radt Intensty Mod Radther Plan	77301	\$ 5,520.20	330
1511	1511011	Radt Telether Isodse Plan Smp	77305	\$ 402.20	330
1511	1511012	Radt Telether Isodse Plan Intr	77310	\$ 530.60	330
1511	1511013	Radt Telether Isodse Plan Cpix	77315	\$ 666.20	333
1511	1511014	Radt Telethr Isodse Pln Sp Prt	77321	\$ 761.00	330
1511	1511015	Radt Brachyther Iso Calc Smp	77326	\$ 513.80	330
1511	1511016	Radt Brachyther Iso Calc Inter	77327	\$ 755.00	330
1511	1511017	Radt Brachyther Iso Calc Cmplx	77328	\$ 1,095.80	330
1511	1511018	Radt Special Dosimetry	77331	\$ 230.60	330
1511	1511019	Radt Trtmt Devices Simple	77332	\$ 294.20	330
1511	1511020	Radt Trtmt Devices Intermed	77333	\$ 433.40	333
1511	1511021	Radt Trtmt Devices Complex	77334	\$ 696.20	333
1511	1511022	Radt Contin Med Rad Physc Con	77336	\$ 443.00	333
1511	1511023	Radt Spec Med Rad Physc Con	77370	\$ 516.20	330
1511	1511024	Radt Unlst Proc Rad Physc Dos	77399	\$ 510.00	330
1511	1511025	Radt Deliv Suprfic/Orth Voltg	77401	\$ 267.80	330
1511	1511026	Radt Sngl Trtmt Up To 5 Mev	77402	\$ 267.80	330
1511	1511027	Radt Sngl Trtmt 6-10 Mev	77403	\$ 267.80	333
1511	1511028	Radt Sngl Trtmt 11-19 Mev	77404	\$ 267.80	330
1511	1511029	Radt Sngl Trtmt 20 Mev Or >	77406	\$ 267.80	333
1511	1511030	Radt Two Trtmt Up To 5 Mev	77407	\$ 313.40	333
1511	1511031	Radt Two Trtmt 6-10 Mev	77408	\$ 313.40	333
1511	1511032	Radt Two Trtmt 11-19 Mev	77409	\$ 313.40	333
1511	1511033	Radt Two Trtmt 20 Mev Or >	77411	\$ 313.40	333
1511	1511034	Radt 3 >trtmt Up To 5mev	77412	\$ 349.40	333
1511	1511035	Radt 3 >trtmt Up To 6-10mev	77413	\$ 349.40	333
1511	1511036	Radt 3 >trtmt Up To 11-19mev	77414	\$ 349.40	333
1511	1511037	Radt 3 >trtmt 20 Mev Or >	77416	\$ 349.40	333
1511	1511038	Radt Ther Rad Port Film(S)	77417	\$ 92.60	333
1511	1511039	Radt Intens Mod Trtmt Deliv	77418	\$ 2,509.40	333
1511	1511040	Radt Trtmt Mgmt 5 Trtmts	77427	\$ 579.80	333
1511	1511041	Radt Trtmt Mgmt Crs 10r2 Frac	77431	\$ 331.40	330
1511	1511042	Radt Stereotct Cerebral Lesn	77432	\$ 1,433.00	330
1511	1511043	Radt Spec Trtmt Procedure	77470	\$ 2,006.60	330
1511	1511044	Radt Unlst Thr Rad Mgmt Srv	77499	\$ 300.00	330
1511	1511045	Radt Prton Trt Smp W/O Comp	77520	\$ 300.00	330

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1511	1511046	Radt Prton Trt Smpl W/ Comp	77522	\$ 600.00	330
1511	1511047	Radt Proton Trtmt Intermed	77523	\$ 480.00	330
1511	1511048	Radt Proton Trtmt Complex	77525	\$ 960.00	330
1511	1511049	Radt Hyperthermia To 4cm Or<	77600	\$ 1,053.13	330
1511	1511050	Radt Hyperthermia >4cm	77605	\$ 2,619.58	330
1511	1511051	Radt Hyperthermia 5or< Probe	77610	\$ 2,465.43	330
1511	1511052	Radt Hyperthermia >5 Probe	77615	\$ 2,773.90	330
1511	1511053	Radt Hyprthrm Intracav Probe	77620	\$ 1,296.33	330
1511	1511054	Radt Radioelement Solution	77750	\$ 1,047.80	330
1511	1511055	Radt Intracavit Radtn Simple	77761	\$ 1,016.60	330
1511	1511056	Radt Intracavit Radtn Intermd	77762	\$ 1,521.80	330
1511	1511057	Radt Intracavit Radtn Complex	77763	\$ 2,143.40	330
1511	1511058	Radt Interstit Radtn Simple	77776	\$ 1,064.60	330
1511	1511059	Radt Interstit Radtn Intermd	77777	\$ 1,919.00	330
1511	1511060	Radt Interstit Radtn Complex	77778	\$ 2,699.00	330
1511	1511061	Radt HI Intens Brachyth 1-4src	77781	\$ 3,270.00	330
1511	1511062	Radt HI Intens Brachyth 5-8src	77782	\$ 3,414.00	330
1511	1511063	Radt HI Intns Brachyth 9-12src	77783	\$ 3,626.40	330
1511	1511064	Radt HI Intns Brachyth >12 Src	77784	\$ 3,950.40	330
1511	1511065	Radt Surf Applic Rad Source	77789	\$ 264.20	330
1511	1511066	Radt Supv/Handl/Load Rad Srce	77790	\$ 260.60	330
1511	1511067	Radt Unlisted Clin Brachyther	77799	\$ 2,405.00	330
1511	1511068	Rt Afterload Brachy 1 Chan	77785	\$ 3,275.00	330
1511	1511069	Rt Afterload Brachy 2-12 Chan	77786	\$ 3,635.00	330
1511	1511070	Rt Afterload Brachy >12 Chan	77787	\$ 3,995.00	330
1511	1511071	Imrt Mlc/Design/Construct Plan	77338	\$ 836.08	333
1512	1512001	Nucm Thyroid Uptake Single	78000	\$ 199.80	340
1512	1512002	Nucm Thyroid Multiple Single	78001	\$ 254.18	340
1512	1512003	Nucm Thyroid Uptk Stim Supprss	78003	\$ 204.13	340
1512	1512004	Nucm Thyroid Imag W/Uptke Sngl	78006	\$ 675.35	340
1512	1512005	Nucm Thyroid Imag W/Uptke Mult	78007	\$ 545.10	340
1512	1512006	Nucm Thyroid Imaging Only	78010	\$ 460.43	340
1512	1512007	Nucm Thyroid Imaging W/Flow	78011	\$ 501.68	340
1512	1512008	Nucm Thyroid Crcnma Met img Lm	78015	\$ 583.08	340
1512	1512009	Nucm Thyrd Crcnma Met img Add	78016	\$ 853.38	340
1512	1512010	Nucm Thyrd Crcnma Met img Whle	78018	\$ 953.00	340
1512	1512011	Nucm Thyroid Carcnma Met Uptke	78020	\$ 315.80	340
1512	1512012	Nucm Parathyroid Imaging	78070	\$ 417.80	340
1512	1512013	Nucm Adrenal Imaging	78075	\$ 1,246.40	340
1512	1512014	Nucm Unlisted Endocrine Procdr	78099	\$ 720.00	340
1512	1512015	Nucm Bone Marrow Imaging Ltd	78102	\$ 446.30	340
1512	1512016	Nucm Bone Marrow Imaging Mult	78103	\$ 602.60	340
1512	1512017	Nucm Bone Marrow Imag Whl Body	78104	\$ 741.80	340
1512	1512018	Nucm Plasma Volume Sngle Sampl	78110	\$ 234.63	340
1512	1512019	Nucm Plasma Volume Mult Sample	78111	\$ 423.80	340
1512	1512020	Nucm Red Cell Vol Dtrmn Single	78120	\$ 302.60	340
1512	1512021	Nucm Red Cell Vol Dtrmn Multpl	78121	\$ 487.40	340
1512	1512022	Nucm Blood Volume Determin	78122	\$ 759.80	340
1512	1512023	Nucm Red Cell Survival Study	78130	\$ 531.80	340
1512	1512024	Nucm Red Cell Survl W/Kinetics	78135	\$ 994.50	340

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1512	1512025	Nucm Red Cell Sequestration	78140	\$ 690.20	340
1512	1512026	Nucm Plasma Radioiron Turnovr	78160	\$ 600.00	340
1512	1512027	Nucm Radioiron Oral Absorption	78162	\$ 550.80	340
1512	1512028	Nucm Radioiron Red Cell Utiliz	78170	\$ 854.40	340
1512	1512029	Nucm Total Body Iron Estimatr	78172	\$ 720.00	340
1512	1512030	Nucm Spleen Imaging	78185	\$ 579.83	340
1512	1512031	Nucm Kinetics Platelet Survivl	78190	\$ 1,039.03	340
1512	1512032	Nucm Platelet Survival Study	78191	\$ 1,187.00	340
1512	1512033	Nucm Lymphatic/Lymph Node Imag	78195	\$ 936.98	340
1512	1512034	Nucm Unlisted Hem/Retic/Lymph	78199	\$ 720.00	340
1512	1512035	Nucm Liver Imaging Static Only	78201	\$ 524.48	340
1512	1512036	Nucm Liver Imaging With Flow	78202	\$ 571.15	340
1512	1512037	Nucm Liver Imaging, Spect	78205	\$ 997.40	340
1512	1512038	Nucm Liver Imagng Spect W/Flow	78206	\$ 1,004.60	340
1512	1512039	Nucm Liver/Spleen Imag Static	78215	\$ 536.40	340
1512	1512040	Nucm Liver/Spleen Imag W/Flow	78216	\$ 614.60	340
1512	1512041	Nucm Liver Funct Study W/Agnt	78220	\$ 636.20	340
1512	1512042	Nucm Hepatobiliary Imaging	78223	\$ 925.03	340
1512	1512043	Nucm Salivary Gland Imaging	78230	\$ 459.33	340
1512	1512044	Nucm Salivary Imaging W/Serial	78231	\$ 561.80	340
1512	1512045	Nucm Salivary Gland Functon	78232	\$ 603.80	340
1512	1512046	Nucm Esophageal Motility	78258	\$ 612.40	340
1512	1512047	Nucm Gastric Mucosa Imaging	78261	\$ 729.80	340
1512	1512048	Nucm Gastroesophageal Reflux	78262	\$ 749.00	340
1512	1512049	Nucm Gastric Emptying Study	78264	\$ 790.43	340
1512	1512050	Nucm Urea Brth Test C14 Acquis	78267	\$ 300.00	340
1512	1512051	Nucm Urea Brth Test C14 Analys	78268	\$ 300.00	340
1512	1512052	Nucm Vit B12 Absorp W/O Intrns	78270	\$ 270.20	340
1512	1512053	Nucm Vit B12 Absorp W/Intrnsc	78271	\$ 282.20	340
1512	1512054	Nucm Vit B-12 Absorp, Combined	78272	\$ 395.00	340
1512	1512055	Nucm Acute GI Blood Loss Imag	78278	\$ 947.83	340
1512	1512056	Nucm GI Protein Loss Exam	78282	\$ 605.00	340
1512	1512057	Nucm Intestine Imaging	78290	\$ 918.53	340
1512	1512058	Nucm Perit-Vens Shunt Patency	78291	\$ 668.85	340
1512	1512059	Nucm Unlisted GI Procedure	78299	\$ 600.00	340
1512	1512060	Nucm Bone/Jnt Imaging Limited	78300	\$ 481.40	340
1512	1512061	Nucm Bone/Jnt Imaging Multiple	78305	\$ 687.80	340
1512	1512062	Nucm Bone/Jnt Imag Whole Body	78306	\$ 783.80	340
1512	1512063	Nucm Bone/Jnt Imag Three Phase	78315	\$ 942.40	340
1512	1512064	Nucm Bone/Jnt Imaging Spect	78320	\$ 1,055.00	340
1512	1512065	Nucm Bone Dens 1>ste Sngl Phot	78350	\$ 151.20	340
1512	1512066	Nucm Bone Dens 1>ste Dual Phot	78351	\$ 54.00	340
1512	1512067	Nucm Unlisted Musclskel Procd	78399	\$ 600.00	340
1512	1512068	Nucm Determ Central Cv Hemodyn	78414	\$ 485.00	340
1512	1512069	Nucm Cardiac Shunt Detection	78428	\$ 494.08	340
1512	1512070	Nucm Non-Card Vasclr Flow Imag	78445	\$ 472.35	340
1512	1512071	Nucm Venous Thrombosis Study	78455	\$ 712.80	340
1512	1512072	Nucm Acute Vens Thrmsbs Peptide	78456	\$ 968.45	340
1512	1512073	Nucm Venous Thrombsls Imag Uni	78457	\$ 531.80	340
1512	1512074	Nucm Venous Thrombsls Imag Bl	78458	\$ 751.40	340

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1512	1512075	Nucm Myocrd Imag Pet Metbl Evl	78459	\$ 785.00	340
1512	1512076	Nucm Myocard Perfusn Single	78460	\$ 496.80	340
1512	1512077	Nucm Myocard Perfusn Multiple	78461	\$ 912.00	340
1512	1512078	Nucm Myocard Perfusn 3d Single	78464	\$ 1,230.00	340
1512	1512079	Nucm Myocard Perfusn 3d Multpl	78454	\$ 1,993.40	340
1512	1512080	Nucm Myocard Infarct Image	78466	\$ 513.80	340
1512	1512081	Nucm Myocrd Infarct Image W/Ef	78468	\$ 683.00	340
1512	1512082	Nucm Myocrd Infarct Image 3d	78469	\$ 930.20	340
1512	1512083	Nucm Cardiac Gated Equil Singl	78472	\$ 987.80	340
1512	1512084	Nucm Cardiac Gated Equil Mult	78473	\$ 1,472.60	340
1512	1512085	Nucm Myocard Perf W/Wall Motn	78478	\$ 340.80	340
1512	1512086	Nucm Myocard Perf W/Ejct Frac	78451	\$ 879.43	340
1512	1512087	Nucm Cardiac First Pass Single	78481	\$ 944.60	340
1512	1512088	Nucm Cardiac First Pass Multpl	78483	\$ 1,421.00	340
1512	1512089	Nucm Myocard Imag Pet Single	78491	\$ 1,085.00	340
1512	1512090	Nucm Myocard Imag Pet Multpl	78492	\$ 1,445.00	340
1512	1512091	Nucm Card Spect/Wall W/EJ Frac	78494	\$ 1,238.60	340
1512	1512092	Nucm Card Spect/Rt Vnt EJ Frac	78496	\$ 1,119.80	340
1512	1512093	Nucm Unlisted Cardiovasc Proc	78499	\$ 840.00	340
1512	1512094	Nucm Pulm Perf Imag Particult	78580	\$ 637.40	340
1512	1512095	Nucm Pulm Perf Imag Prtc 1brth	78584	\$ 647.00	340
1512	1512096	Nucm Pulm Perf Img Prtc Rb&Wsh	78585	\$ 1,025.00	340
1512	1512097	Nucm Pulm Perf Img Aersl 1proj	78586	\$ 470.18	340
1512	1512098	Nucm Pulm Perf Img Aersol Mult	78587	\$ 589.60	340
1512	1512099	Nucm Pulm Prf Img Prt/Aersl 1>	78588	\$ 922.85	340
1512	1512100	Nucm Pulm Prf Im Gas/1brth Prj	78591	\$ 493.40	340
1512	1512101	Nucm Pulm Vnt Img Gas Rb&Wsh 1	78593	\$ 596.60	340
1512	1512102	Nucm Plm Vnt Img Gs Rb&Wsh Mlt	78594	\$ 828.20	340
1512	1512103	Nucm Pulm Quan Diff Func Study	78596	\$ 1,265.00	340
1512	1512104	Nucm Unlisted Respiratory Proc	78599	\$ 600.00	340
1512	1512105	Nucm Brain Imaging Ltd Static	78600	\$ 504.93	340
1512	1512106	Nucm Brain Imaging Ltd W/Flow	78601	\$ 601.55	340
1512	1512107	Nucm Brain Imagng Cmplt Static	78605	\$ 597.80	340
1512	1512108	Nucm Brain Imagng Compl W/Flow	78606	\$ 935.88	340
1512	1512109	Nucm Brain Imaging 3d	78607	\$ 1,187.00	340
1512	1512110	Nucm Brain Imagng Pet Met Eval	78608	\$ 1,205.00	340
1512	1512111	Nucm Brain Imag Pet Perf Eval	78609	\$ 1,200.00	340
1512	1512112	Nucm Brain Imag Vasc Flow Only	78610	\$ 519.03	340
1512	1512113	Nucm Cerebral Vascular Flow	78615	\$ 640.80	340
1512	1512114	Nucm Cerebrospinal Fluid Cistr	78630	\$ 967.38	340
1512	1512115	Nucm Cerebrospinal Fluid Ventr	78635	\$ 929.38	340
1512	1512116	Nucm Cerebrospinal Fluid Shunt	78645	\$ 920.70	340
1512	1512117	Nucm Cerebrospinal Fluid Spect	78647	\$ 1,035.00	340
1512	1512118	Nucm Csf Leakage Detctn&Localz	78650	\$ 956.50	340
1512	1512119	Nucm Radiopharm Dacryocystgphy	78660	\$ 479.95	340
1512	1512120	Nucm Unlisted Nervous System	78699	\$ 540.00	340
1512	1512121	Nucm Kidney Imagng	78700	\$ 531.80	340
1512	1512122	Nucm Kidney Imagng W/Vasc Flow	78701	\$ 611.00	340
1512	1512123	Nucm Kidney Imag W/Fun Del2007	78704	\$ 710.40	340
1512	1512124	Nucm Flw/Fnc 1std W/O I	78707	\$ 829.40	340

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1512	1512125	Nucm Flw/Fnc 1std W/Int	78708	\$ 872.60	340
1512	1512126	Nucm Mult Stdy W/Wo Int	78709	\$ 950.00	340
1512	1512127	Nucm Spect	78710	\$ 989.00	340
1512	1512128	Nucm Kidney Vasc Flow Del 2007	78715	\$ 286.80	340
1512	1512129	Nucm Kidney Function Study	78725	\$ 333.80	340
1512	1512130	Nucm Urinary Bladdr Resld Stdy	78730	\$ 284.60	340
1512	1512131	Nucm Ureteral Reflux Study	78740	\$ 615.65	340
1512	1512132	Nucm Testicular Imag Del 2007	78760	\$ 510.00	340
1512	1512133	Nucm Testicular Imaging W/Flow	78761	\$ 599.00	340
1512	1512134	Nucm Unlisted Genitourinary	78799	\$ 540.00	340
1512	1512135	Nucm Tumor Localiz Ltd Area	78800	\$ 621.80	340
1512	1512136	Nucm Tumor Localiz Mult Areas	78801	\$ 763.40	340
1512	1512137	Nucm Tumor Localiz Whole Body	78802	\$ 968.60	340
1512	1512138	Nucm Tumor Localiz Spect	78803	\$ 1,161.80	340
1512	1512139	Nucm Inflam Localiz Ltd Area	78805	\$ 633.80	340
1512	1512140	Nucm Inflam Localiz Whole Body	78806	\$ 1,101.80	340
1512	1512141	Nucm Inflam Localiztion Spect	78807	\$ 1,163.00	340
1512	1512142	Nucm Tumor Imag Pet-Metbl Eval	78810	\$ 1,140.00	340
1512	1512143	Nucm Gen Data Simple Manipul	78890	\$ 201.60	340
1512	1512144	Nucm Gen Data Complex Manipul	78891	\$ 403.20	340
1512	1512145	Nucm Provisn Diag Radiopharm	78990	\$ 600.00	340
1512	1512146	Nucm Unlisted Misc Procedure	78999	\$ 600.00	340
1512	1512147	Nucm Radiophrm Hyperthyrd Init	79005	\$ 705.80	340
1512	1512148	Nucm Radphrm Hyperthyrd Subsq	79005	\$ 380.60	340
1512	1512149	Nucm Radphrm Thyroid Suppress	79020	\$ 699.60	340
1512	1512150	Nucm Radphrm Ablatn Thyrd Crn	79030	\$ 753.60	340
1512	1512151	Nucm Radphrm Metast Thyrd Crn	79035	\$ 828.00	340
1512	1512152	Nucm Radphrm Chronic Leukemia	79100	\$ 619.20	340
1512	1512153	Nucm Colloid Ther Intracavltrty	79200	\$ 740.60	340
1512	1512154	Nucm Colloid Ther Interstitial	79300	\$ 755.00	340
1512	1512155	Nucm Nonthyroid Nonhematolog	79400	\$ 730.80	340
1512	1512156	Nucm Intravascular Particulate	79420	\$ 732.00	340
1512	1512157	Nucm Radiophrm Intra-Articular	79440	\$ 746.60	340
1512	1512158	Nucm Provisn Ther Radiopharm	79900	\$ 750.00	340
1512	1512159	Nucm Unlistd Radpharm Ther Pro	79999	\$ 755.00	340
1512	1512160	Nucm Schilling Test-Co57 1 Ucl	A9559	\$ 130.68	636
1512	1512161	Nucm Tc99m Maa 10 Mcl	A9540	\$ 21.78	636
1512	1512162	Tc99m Ecd (Neurolite)25mcl	A9557	\$ 544.50	636
1512	1512163	Nucm I123 Mibg 10mg Dose	A9508	\$ 2,040.00	636
1512	1512164	Tc99m Sestamibi,Cardiolite	A9500	\$ 174.24	636
1512	1512165	Nucm Thallium Tl 201 1 Mcl	A9505	\$ 43.56	636
1512	1512166	Tc99m Mebrofenin,Choletec15mcl	A9537	\$ 50.82	636
1512	1512167	Tc99m Disofenin, Hepatolite	A9510	\$ 50.82	636
1512	1512168	Technetium 99m Pertechnet	A9512	\$ 14.52	636
1512	1512169	Tc99m Pyrophosphate 25mcl	A9538	\$ 21.78	636
1512	1512170	Nucm Tc99m Dtpa 25 Mcl	A9539	\$ 26.14	636
1512	1512171	Nucm Iodine 123,Diag 100 Ucl	A9516	\$ 72.60	636
1512	1512172	Nucm Iodine 131 Diag 5 Ucl	A9524	\$ 174.24	636
1512	1512173	Tc99m Sulfur Colloid 20 Mcl	A9541	\$ 21.78	636
1512	1512174	Nucm Tc99m Ceretec 25 Mcl	A9521	\$ 435.60	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1512	1512175	In-111 Oxline Labeled Wbcs	A9570	\$ 726.00	636
1512	1512176	Nucm In-111 Dtpa .5 Mcl	A9548	\$ 1,016.40	636
1512	1512177	Tc99m Dtpa Aerosol 75 Mcl	A9567	\$ 94.38	636
1512	1512178	Tc99m Tetrofosmin, Myovlew40mcl	A9502	\$ 101.64	636
1512	1512179	Iodine 131 Sodium Iodide Cap	A9528	\$ 174.24	636
1512	1512180	Iodine 131 Sodium Iodide Sol	A9529	\$ 174.24	636
1512	1512181	Iodine 131 Sodium Iodide Ther	A9530	\$ 174.24	636
1512	1512182	Iodine131 Sod Iodide Diag/Mcro	A9531	\$ 30.00	636
1512	1512183	Tc99m Labeled Rbc Ultratag	A9560	\$ 101.64	636
1512	1512184	Gallium Ga-67 Citrate,Diag	A9556	\$ 21.78	636
1512	1512185	Mag-3 Tc99m Mertlatide 15mcl	A9562	\$ 101.64	636
1512	1512186	Tc99m Sodium Gluceptate 25 Mcl	A9550	\$ 101.64	636
1512	1512187	Indium In-111 Pentetreotide	A9572	\$ 174.00	636
1513	1513001	Ct Head/Brain W/O Contrast	70450	\$ 847.00	350
1513	1513002	Ct Head/Brain W/ Contrast	70460	\$ 1,033.00	350
1513	1513003	Ct Head/Brain W/Or W/O Cntrast	70470	\$ 1,266.00	350
1513	1513004	Ct Orbit/Fossa/Ear W/O Cntrast	70480	\$ 924.00	350
1513	1513005	Ct Orbit/Fossa/Ear W Contrast	70481	\$ 1,077.00	350
1513	1513006	Ct Orbit/Fossa/Ear W&W/O Cont	70482	\$ 1,295.00	350
1513	1513007	Ct Maxillofacial W/O Contrast	70486	\$ 898.00	350
1513	1513008	Ct Maxillofacial W/ Contrast	70487	\$ 1,063.00	350
1513	1513009	Ct Maxillofacial W&W/O Contrst	70488	\$ 1,290.00	350
1513	1513010	Ct Soft Tissue Neck W/O Cntrst	70490	\$ 922.00	350
1513	1513011	Ct Soft Tissue Neck W/Contrast	70491	\$ 1,077.00	350
1513	1513012	Ct Soft Tissue Neck W&W/O Cont	70492	\$ 1,295.00	350
1513	1513013	Ct Angiography Head W&W/O Cont	70496	\$ 1,871.00	350
1513	1513014	Ct Angiography Neck W&W/O Cont	70498	\$ 1,872.00	350
1513	1513015	Ct Thorax W/O Contrast	71250	\$ 1,074.20	350
1513	1513016	Ct Thorax W/ Contrast	71260	\$ 1,259.00	350
1513	1513017	Ct Thorax W&W/O Contrast	71270	\$ 1,543.40	350
1513	1513018	Ct Anglogrph Chest Noncor W&Wo	71275	\$ 2,105.00	350
1513	1513019	Ct Cervical Spine W/O Contrast	72125	\$ 1,074.20	350
1513	1513020	Ct Cervical Spine W/ Contrast	72126	\$ 1,255.40	350
1513	1513021	Ct Cervical Spine W&W/O Cntrst	72127	\$ 1,525.40	350
1513	1513022	Ct Thoracic Spine W/O Contrast	72128	\$ 1,074.20	350
1513	1513023	Ct Thoracic Spine W/ Contrast	72129	\$ 1,255.40	350
1513	1513024	Ct Thoracic Spine W&W/O Cntrst	72130	\$ 1,525.40	350
1513	1513025	Ct Lumbar Spine W/O Contrast	72131	\$ 1,075.40	350
1513	1513026	Ct Lumbar Spine W/ Contrast	72132	\$ 1,256.60	350
1513	1513027	Ct Lumbar Spine W&W/O Cntrst	72133	\$ 1,526.60	350
1513	1513028	Ct Anglogrph Pelv W&W/O Cntrst	72191	\$ 2,037.80	350
1513	1513029	Ct Pelvis W/O Contrast	72192	\$ 1,063.40	350
1513	1513030	Ct Pelvis W/ Contrast	72193	\$ 1,212.20	350
1513	1513031	Ct Pelvis W&W/O Contrast	72194	\$ 1,460.60	350
1513	1513032	Ct Upper Extremlty W/O Cntrst	73200	\$ 923.00	350
1513	1513033	Ct Upper Extremlty W/ Contrast	73201	\$ 1,075.40	350
1513	1513034	Ct Uppr Extremlty W&W/O Cntrst	73202	\$ 1,309.40	350
1513	1513035	Ct Anglo Up Extrm W&W/O Cntrst	73206	\$ 1,893.80	350
1513	1513036	Ct Lower Extremlty W/O Cntrst	73700	\$ 923.00	350
1513	1513037	Ct Lower Extremlty W/ Contrast	73701	\$ 1,074.20	350

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1513	1513038	Ct Lwr Extremitly W&W/O Cntrst	73702	\$ 1,305.80	350
1513	1513039	Ct Angio Lwr Extr W&W/O Cntrst	73706	\$ 1,908.20	350
1513	1513040	Ct Abdomen W/O Contrast	74150	\$ 1,041.80	350
1513	1513041	Ct Abdomen W/ Contrast	74160	\$ 1,232.60	350
1513	1513042	Ct Abdomen W&W/O Contrast	74170	\$ 1,493.00	350
1513	1513043	Ct Angio Abdom W&W/O Contrast	74175	\$ 2,053.40	350
1513	1513044	Ct Angio Abdom Aorta&Bi Lw Ext	75635	\$ 2,676.20	350
1513	1513045	Ct Bone Densty 1 Or>site Axial	77078	\$ 476.40	350
1513	1513046	Ct Bone Densty 1 Or>site Appnd	77079	\$ 452.40	350
1513	1513047	Ct Guid For Stereotact Loclzn	77011	\$ 1,423.20	350
1513	1513048	Ct Guid For Needle Placement	77012	\$ 1,411.20	350
1513	1513049	Ct Guid For/Mon Tissu Ablation	77013	\$ 2,091.60	350
1513	1513050	Ct Guid Placmt Rad Therapy Fid	77014	\$ 583.20	350
1513	1513051	Ct Guid Cor/Sag/Mult/Oblq 3d	76375	\$ 546.00	350
1513	1513052	Ct Limited/Localized Follow-Up	76380	\$ 687.80	350
1513	1513053	Ct Unlsted Procedure	76497	\$ 1,205.00	350
1513	1513054	Reconstruct Ct Angiogrph Aorta	G0288	\$ 1,491.60	350
1513	1513055	Ct Virtual Colonoscopy Screen	74263	\$ 558.00	350
1513	1513056	Ct Virtual Colonoscopy Diag	74261	\$ 1,282.08	350
1513	1513057	3d Rendering Ct,Mr,Us	76376	\$ 605.00	350
1513	1513058	Ct Abd/Pelvis W/O Contrast	74176	\$ 1,063.40	350
1513	1513059	Ct Abd/Pelvis W/ Contrast	74177	\$ 1,232.60	350
1513	1513060	Ct Abd/Pelvis W/Wo Contrast	74178	\$ 1,493.00	350
1513	1513063	Ct Cardiac Angio Complete	75574	\$ 1,210.00	350
1513	1513064	Ct Cardiac Calcium Score Only	75571	\$ 1,210.00	350
1513	1513065	Ct Cardiac Struct&Fx W/O Coron	75572	\$ 1,210.00	350
1513	1513066	Ct Cardiac W/Congenital Diseas	75573	\$ 1,210.00	350
1514	1514001	Us Guid For/Mon Tissu Ablation	76490	\$ 940.80	402
1514	1514002	Us Echoenceph/B-Scan/A-Mode	76506	\$ 330.20	402
1514	1514003	Us Eye Echogrph A-Scan W/Amp	76511	\$ 491.00	402
1514	1514004	Us Eye Echogrph Contact B-Scan	76512	\$ 452.60	402
1514	1514005	Us Eye Echogrph Ant Seg B-Scan	76513	\$ 488.60	402
1514	1514006	Us Eye Biomtry Echogrph A-Scan	76516	\$ 378.20	402
1514	1514007	Us Eye Biomtry Ech A-Scn W/Lns	76519	\$ 341.00	402
1514	1514008	Us Eye Foreign Body Localiztn	76529	\$ 423.80	402
1514	1514009	Us Head/Neck/Real Time	76536	\$ 311.00	402
1514	1514010	Us Chest/Real Time	76604	\$ 293.00	402
1514	1514011	Us Breast(S)/Real Time	76645	\$ 254.60	402
1514	1514012	Us Abdom/Real Time Comp	76700	\$ 438.20	402
1514	1514013	Us Abdom B-Scan/Real Time Ltd	76705	\$ 318.20	402
1514	1514014	Us Rtropitnl/Real Cplt	76770	\$ 422.60	402
1514	1514015	Us Rtropitnl B-Scan/Real Ltd	76775	\$ 317.00	402
1514	1514016	Us Transpl Kidney/Real T	76776	\$ 417.60	402
1514	1514017	Us Spinal Canal & Contents	76800	\$ 404.60	402
1514	1514018	Us Ob<14 Wks Single/1st Gestat	76801	\$ 344.60	402
1514	1514019	Us Ob<14 Wks Each Addl Gestat	76802	\$ 272.60	402
1514	1514020	Us Ob>=14 Wks Sngl/1st Gestat	76805	\$ 488.60	402
1514	1514021	Us Ob>=14 Wks Ea Addl Gestat	76810	\$ 367.40	402
1514	1514022	Us Ob Detail Exam Sngl/1st Gst	76811	\$ 917.00	402
1514	1514023	Us Ob Detail Exam Sngl Ea Addl	76812	\$ 547.40	402

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1514	1514024	Us Ob Limited 1 Or > Fetus(S)	76815	\$ 329.00	402
1514	1514025	Us Ob Follow-Up Per Fetus	76816	\$ 318.20	402
1514	1514026	Us Ob Transvaginal	76817	\$ 355.40	402
1514	1514027	Us Fetal Biophys Profile W/Nst	76818	\$ 432.20	402
1514	1514028	Us Fetl Biophys Profil W/O Nst	76819	\$ 379.40	402
1514	1514029	Us Echo Fetal Cardiovasc Sys	76825	\$ 590.60	402
1514	1514030	Us Echo Fetal Cardiovasc F/U	76826	\$ 444.20	402
1514	1514031	Us Doppler Fetal Crdvasc Cmplt	76827	\$ 366.20	402
1514	1514032	Us Doppler Fetal Cardvasc F/U	76828	\$ 272.60	402
1514	1514033	Us Transvaginal Non-Ob	76830	\$ 351.80	402
1514	1514034	Us Hysterosono W/ W/O Dopplr	76831	\$ 355.40	402
1514	1514035	Us Pelvic (Non-Ob) Complete	76856	\$ 351.80	402
1514	1514036	Us Pelvic (Non-Ob) Ltd/Foll Up	76857	\$ 353.00	402
1514	1514037	Us Scrotum And Contents	76870	\$ 343.40	402
1514	1514038	Us Transrectal	76872	\$ 362.60	402
1514	1514039	Us Transrect Prostate Volume	76873	\$ 593.00	402
1514	1514040	Us Extremity Non-Vasc Bscn/RI	76880	\$ 313.20	402
1514	1514041	Us Infant Hlps Dynamic W/Manip	76885	\$ 359.00	402
1514	1514042	Us Infnt Hlps Dynamc W/O Manip	76886	\$ 323.00	402
1514	1514043	Us Guide Pericardiocentesis	76930	\$ 349.40	402
1514	1514044	Us Guide Endomyocard Biopsy	76932	\$ 349.40	402
1514	1514045	Us Gd Art Pseudaneur Fistulae	76936	\$ 1,283.00	402
1514	1514046	Us Gd Intrautrn Fetal Transfus	76941	\$ 463.20	402
1514	1514047	Us Guide For Needle Placement	76942	\$ 548.60	402
1514	1514048	Us Guide Chorionic Villus Smpl	76945	\$ 347.00	402
1514	1514049	Us Guide For Amniocentesis	76946	\$ 296.60	402
1514	1514050	Us Guide Ova Aspiratlon	76948	\$ 297.80	402
1514	1514051	Us Guide Placmt Radiother Flds	76950	\$ 300.20	402
1514	1514052	Us Guide Interstit Radiolemnt	76965	\$ 1,056.20	402
1514	1514053	Us Ultrasound Follow-Up	76970	\$ 243.20	402
1514	1514054	Us GI Endoscopic Ultrasound	76975	\$ 372.20	402
1514	1514055	Us Bone Density Measure	76977	\$ 138.20	402
1514	1514056	Us Guide Intraoperative	76998	\$ 598.80	402
1514	1514057	Us Unlisted Ultrasound	76999	\$ 485.00	402
1514	1514058	Us Nuchal Translucency Screen	76813	\$ 221.50	402
1514	1514059	Us Nuchal Transluc Add'l Fetus	76814	\$ 134.60	402
1514	1514060	Us Dopplr Umbil Crd,Init/Rpeat	76820	\$ 107.00	402
1514	1514061	Us Doppler Mca Initlal/Repeat	76821	\$ 200.88	402
1514	1514062	Us Fetal Nuchal, Trans/Vag	76813	\$ 221.50	402
1514	1514063	Us Fetal Nuchal, Add	76814	\$ 134.60	402
1515	1515001	Mri Temporomandibular Joint(S)	70336	\$ 1,912.00	610
1515	1515002	Mri Orbit/Face/Neck W/O Cntrst	70540	\$ 1,846.00	610
1515	1515003	Mri Orbit/Face/Neck W/Contrast	70542	\$ 2,215.00	610
1515	1515004	Mri Orbt/Fac/Nck W&W/O Cntrst	70543	\$ 3,946.00	610
1515	1515005	Mri Angiogrphy Head W/O Cntrst	70544	\$ 1,860.00	610
1515	1515006	Mri Angiogrphy Head W/Contrast	70545	\$ 1,860.00	610
1515	1515007	Mri Angiogrphy Head W&W/O Cnt	70546	\$ 3,505.00	610
1515	1515008	Mri Angiogrphy Neck W/O Contr	70547	\$ 1,860.00	610
1515	1515009	Mri Angiogrphy Neck W/Contrast	70548	\$ 1,860.00	610
1515	1515010	Mri Angiogrphy Neck W&W/O Cntr	70549	\$ 3,505.00	610

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1515	1515011	Mri Brain W/O Contrast	70551	\$ 1,912.00	610
1515	1515012	Mri Brain W/ Contrast	70552	\$ 2,290.00	610
1515	1515013	Mri Brain W&W/O Contrast	70553	\$ 4,072.00	610
1515	1515014	Mri Chest W/O Contrast	71550	\$ 1,874.60	610
1515	1515015	Mri Chest W/ Contrast	71551	\$ 2,243.00	610
1515	1515016	Mri Chest W&W/O Contrast	71552	\$ 3,936.20	610
1515	1515017	Mri Anglo Chest W&W/O Contrast	71555	\$ 1,967.00	610
1515	1515018	Mri Spine Cervical W/O Cntrst	72141	\$ 1,931.00	610
1515	1515019	Mri Spine Cervical W/Contrast	72142	\$ 2,315.00	610
1515	1515020	Mri Spine Thoracic W/O Cntrst	72146	\$ 2,109.80	610
1515	1515021	Mri Spine Thoracic W/Contrast	72147	\$ 2,313.80	610
1515	1515022	Mri Spine Lumbar W/O Contrast	72148	\$ 2,089.40	610
1515	1515023	Mri Spine Lumbar W/Contrast	72149	\$ 2,292.20	610
1515	1515024	Mri Spine Cervicl W&W/O Cntrst	72156	\$ 4,109.00	610
1515	1515025	Mri Spine Thoracic W&W/O Cntrst	72157	\$ 4,109.00	610
1515	1515026	Mri Spine Lumbar W&W/O Cntrst	72158	\$ 4,074.20	610
1515	1515027	Mri Anglogrph Spine W&W/O Cont	72159	\$ 2,155.40	610
1515	1515028	Mri Pelvis W/O Contrast	72195	\$ 1,877.00	610
1515	1515029	Mri Pelvis W/ Contrast	72196	\$ 2,240.60	610
1515	1515030	Mri Pelvis W&W/O Contrast	72197	\$ 3,979.40	610
1515	1515031	Mri Anglogrph Pelvis W&W/O Cont	72198	\$ 1,977.80	610
1515	1515032	Mri Up Extrem No Jnt W/O Cont	73218	\$ 1,845.80	610
1515	1515033	Mri Up Extrem No Jnt W/Contrst	73219	\$ 2,215.40	610
1515	1515034	Mri Up Extrem No Jnt W&W/O Cnt	73220	\$ 3,949.40	610
1515	1515035	Mri Upr Extrem Jnt W/O Contrst	73221	\$ 1,845.80	610
1515	1515036	Mri Upr Extrem Jnt W/Contrast	73222	\$ 2,214.20	610
1515	1515037	Mri Upr Extrem Jnt W&W/O Cntrst	73223	\$ 3,947.00	610
1515	1515038	Mri Anglogrph Up Ext W&W/O Cnt	73225	\$ 1,965.80	610
1515	1515039	Mri Low Extrem No Jnt W/O Cont	73718	\$ 1,845.80	610
1515	1515040	Mri Low Extrem No Jnt W/Cntrst	73719	\$ 2,214.20	610
1515	1515041	Mri Low Extrm No Jnt W&W/O Cnt	73720	\$ 3,948.20	610
1515	1515042	Mri Low Extrem Jnt W/O Contrst	73721	\$ 1,845.80	610
1515	1515043	Mri Low Extrem Jnt W/Contrast	73722	\$ 2,217.80	610
1515	1515044	Mri Low Extrem Jnt W&W/O Cntrst	73723	\$ 3,947.00	610
1515	1515045	Mri Ang Lwr Ext W W/O Contrast	73718	\$ 1,968.20	610
1515	1515046	Mri Abdomen W/O Contrast	74181	\$ 1,879.40	610
1515	1515047	Mri Abdomen W/ Contrast	74182	\$ 2,243.00	610
1515	1515048	Mri Abdomen W&W/O Contrast	74183	\$ 3,979.40	610
1515	1515049	Mri Anglo Abdom W&W/O Contrast	74185	\$ 1,964.60	610
1515	1515050	Mri Cardiac Morph W/O Contrast	75552	\$ 1,926.00	610
1515	1515051	Mri Cardiac Morph W Contrast	75553	\$ 1,995.60	610
1515	1515052	Mri Cardiac Function Complete	75554	\$ 1,969.20	610
1515	1515053	Mri Cardiac Function Limited	75555	\$ 1,957.20	610
1515	1515054	Mri Cardiac Velocity Flow Map	75556	\$ 1,920.00	610
1515	1515055	Mri Breast W Or W/O Cntrst Unil	77058	\$ 2,871.60	610
1515	1515056	Mri Breast W Or W/O Cntrst Bil	77059	\$ 3,790.80	610
1515	1515057	Mri Spectroscopy	76390	\$ 1,895.00	610
1515	1515058	Mri Guide For Needle Placement	77021	\$ 1,903.20	610
1515	1515059	Mri Guid/Montr Tissue Ablation	77022	\$ 2,559.60	610
1515	1515060	Mri Bone Marrow Blood Supply	77084	\$ 1,924.80	610

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1515	1515061	Mri Unlisted Procedure	76498	\$ 1,925.00	610
1516	1516001	Dplx Scn Extrcranl Art Cmpl Bi	93880	\$ 735.60	920
1516	1516002	Dplx Scn Extrcranl Art Uni/Ltd	93882	\$ 501.60	920
1516	1516003	Trnscranl Dopplr Arteries Cmpl	93886	\$ 843.60	920
1516	1516004	Trnscranl Doppler Arteries Ltd	93888	\$ 562.80	920
1516	1516005	Duplex Scan Lw Ext Art Cmp Bi	93925	\$ 823.20	920
1516	1516006	Duplex Scan Lw Ext Art Uni/Ltd	93926	\$ 561.60	920
1516	1516007	Duplex Scan Up Ext Art Cmp Bi	93930	\$ 672.00	920
1516	1516008	Duplex Scan Up Ext Art Uni/Ltd	93931	\$ 475.20	920
1516	1516009	Duplex Scan Extrim Vein Cmpl Bi	93970	\$ 721.20	920
1516	1516010	Duplex Scan Extrim Vein Limited	93971	\$ 502.80	920
1516	1516011	Dplx-Art&Vein,Abd,Pel,Scro Cmp	93975	\$ 1,130.40	920
1516	1516012	Dplx-Art&Vein,Abd,Pel,Scro Ltd	93976	\$ 691.20	920
1516	1516013	Duplex Scan Aorta Etc Complete	93978	\$ 655.20	920
1516	1516014	Duplex Scan Aorta Etc Limited	93979	\$ 466.80	920
1516	1516015	Duplex Scan Penile Vssls Cmplt	93980	\$ 843.60	920
1516	1516016	Duplex Scan Penile Vssls Lmtd	93981	\$ 777.60	920
1516	1516017	Duplex Scan Hemodial Access	93990	\$ 537.60	920
1516	1516018	Doppler Echocard Color Flow	93325	\$ 450.00	480
1516	1516019	Arterial Noninvasive Pvr	93923	\$ 240.00	480
1516	1516020	Arterial Noninvas Exercise Pvr	93924	\$ 360.00	480
1516	1516021	Pseudoaneurysm	93922	\$ 240.00	480
1517	1517001	Mm Mammogram Screen Bilat	77057	\$ 303.60	403
1517	1517002	Mm Digitzn Images Cmptr Mammo	76085	\$ 72.00	320
1517	1517003	Mm Mammary Duct/Galact 1 Duct	77053	\$ 450.00	320
1517	1517004	Mm Mammary Duct/Galact >1 Duct	77054	\$ 616.80	320
1517	1517005	Mm Mammogram Unilateral	77055	\$ 276.00	401
1517	1517006	Mm Mammogram Bilateral	77056	\$ 343.20	401
1517	1517007	Mm Stereotact Breast Biopsy Ea	77031	\$ 1,332.00	320
1517	1517008	Mm Mammo Guid Ndl Plcmt Breast	77032	\$ 291.60	320
1517	1517009	Scrn Mammo Dir Digtl Img Bilat	G0202	\$ 488.40	403
1517	1517010	Diag Mammo Dir Digtl Img Bilat	G0204	\$ 516.00	401
1517	1517011	Diag Mammo Dir Dgtl Img Unilat	G0206	\$ 416.40	401
1517	1517012	Diag Mammo Digtzn Images W/Cad	G0236	\$ 72.00	320
1517	1517013	Mm Digital Mammo Right Only	G0206	\$ 416.40	401
1517	1517014	Mm Digital Mammo Left Only	G0206	\$ 416.40	401
1517	1517015	Mm Digital Diag Mammo Bilat	G0204	\$ 516.00	401
1517	1517016	Mm Digital Screening Mammo	G0202	\$ 488.40	403
1517	1517017	Mm Digital Mobile Mammo Van	G0202	\$ 488.40	403
1601	1601002	Mmr Vaccine, Sc	90707	\$ 58.54	636
1601	1601003	Hep B Vacc Ped/Adol 3 Dose Im	90744	\$ 83.16	636
1601	1601004	Flu Vaccine, 3 Yrs, Im	90658	\$ 11.04	636
1601	1601005	Pharmacy Tetanus Vaccine	90703	\$ 33.00	636
1601	1601006	Pharm Student Hepatitis B Vacc	90746	\$ 70.13	636
1601	1601007	Pharm Opv Vaccine	90712	\$ 53.72	636
1601	1601008	Dtap Vaccine Ppd, Im	90701	\$ 26.29	636
1601	1601009	Pharm Dpt Vaccine	90701	\$ 33.00	636
1601	1601010	Hib Vaccine Prp-T, Im	90648	\$ 26.28	636
1601	1601011	Activase (Tpa) 100mg	J2996	\$ 5,864.27	636
1601	1601012	Activase (Tpa) 50mg	J2996	\$ 2,932.68	636

Nassau University Medical Center
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 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1601	1601021	Pharm Neupogen 300mcg			
1601	1601036	Pharm Depo Prove 150mg	J1440	\$ 305.33	636
1601	1601075	Pharmacy Hepatitis A Vaccine	J1055	\$ 196.62	636
1601	1601079	Chicken Pox Vaccine, Sc	90632	\$ 25.45	636
1601	1601082	Cyclophosphamide, 25mg/Oral	90716	\$ 101.05	771
1601	1601083	Etoposide, 50mg/Oral	J8530	\$ 87.67	636
1601	1601084	Methotrexate, 2.5 Mg/Oral	J8560	\$ 87.67	636
1601	1601085	Melphalan, 2mg/Oral	J8610	\$ 87.67	636
1601	1601093	Pharm Rabies (Occ Health)	J8600	\$ 87.67	636
1601	1601095	Pharm Ipv	90726	\$ 192.86	250
1601	1601101	Pharm Streptokinase 250mu	90723	\$ 58.08	636
1601	1601102	Pharm Streptokinase 750mu	J2995	\$ 254.10	636
1601	1601105	Pharm Ceftriaxone 250mg	J2995	\$ 326.70	636
1601	1601106	Pharm Ceftriaxone 1gm	J0696	\$ 101.64	636
1601	1601109	Pharm Cefazolin 500mg	J0696	\$ 196.02	636
1601	1601110	Pharm Cefazolin 1 Gm	J0690	\$ 14.52	636
1601	1601113	Pharm Cefuroxime 100ml	J0690	\$ 14.52	636
1601	1601114	Pharm Cefuroxime 250mg	J0697	\$ 87.12	636
1601	1601115	Pharm Cefuroxime 750mg	J0697	\$ 14.52	636
1601	1601116	Pharm Cefuroxime 1.5gm	J0697	\$ 21.78	636
1601	1601119	Pharm Vancomycin Iv	J0697	\$ 36.30	636
1601	1601120	Pharm Erythromycin Iv	J3370	\$ 29.04	636
1601	1601122	Pharm Ampicillin/Sulbactam Iv		\$ 14.52	250
1601	1601125	Pharm Ketorolac 30mg/MI Inj		\$ 29.04	250
1601	1601130	Pharm Adenosine 3mg/MI	J1885	\$ 29.04	636
1601	1601133	Pharm Imitrex 6mg/.5ml Iv	J0150	\$ 79.86	636
1601	1601134	Pharm Imitrex 25mg Tablet		\$ 113.26	250
1601	1601135	Pharm Succinylcholine 500mg Iv		\$ 36.30	259
1601	1601136	Pharm Succinylcholine 1gm Iv		\$ 36.30	250
1601	1601140	Pharm Quinopristin 10 MI Iv		\$ 43.56	250
1601	1601141	Pharm Temozolomide 5 Mg		\$ 226.88	250
1601	1601142	Pharm Cytarabine Liposome 10mg		\$ 13.20	250
1601	1601143	Pharm Epirubicin Hcl 2mg	C1166	\$ 825.79	636
1601	1601144	Pharm Octreotide Acetate 1mg	C1167	\$ 55.44	636
1601	1601145	Pharm Abciximab, 10 Mg	J2353	\$ 172.80	636
1601	1601146	Pharm Alglucerase, Per 10 Units	J0130	\$ 1,188.00	636
1601	1601147	Pharm Amifostine, 500 Mg	J0205	\$ 97.68	636
1601	1601148	Pharm Amphotericin B, 50 Mg	J0207	\$ 802.03	636
1601	1601149	Pharm Anistreplase, Per 30 Unit	J0287	\$ 134.64	636
1601	1601150	Pharm Botulinum Toxin, Type A	J0350	\$ 5,988.73	636
1601	1601151	Pharm Leucovorin Calcium 50mg	J0585	\$ 9.77	636
1601	1601152	Pharm Cytomegalovirus Imm/Glob	J0640	\$ 6.60	636
1601	1601153	Pharm Dexrazoxane Hcl 250 Mg	J0850	\$ 528.13	636
1601	1601154	Pharm Dolasetron Mesylate 10mg	J1190	\$ 375.94	636
1601	1601155	Pharm Eptifibatide, 5 Mg	J1260	\$ 18.13	636
1601	1601156	Pharm Etidronate Disodium	J1327	\$ 23.05	636
1601	1601157	Pharm Etanercept, 25 Mg	J1436	\$ 147.40	636
1601	1601158	Pharm Filgrastim 300 Mcg	J1438	\$ 1,195.28	636
1601	1601160	Pneumococcal Vaccine-Child	J1440	\$ 373.32	636
1601	1601161	Pharm Gonadorelin Hcl, 100 Mcg	90669	\$ 131.27	636
			J1620	\$ 427.68	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1601	1601162	Pharm Granisetron Hcl, 100 Mcg	J1626	\$ 285.12	636
1601	1601163	Pharm Infliximab, 10 Mg	J1745	\$ 130.24	636
1601	1601164	Pharm Imiglucerase, Per Unit	J1785	\$ 3,907.20	636
1601	1601165	Pharm Interferon Beta-1a 33mcg	J1825	\$ 489.72	636
1601	1601166	Pharm Interferon Beta-1b .25mg	J1830	\$ 174.24	636
1601	1601167	Pharm Leuprolide Acetate3.75mg	J1950	\$ 1,095.36	636
1601	1601168	Pharm Morphine Sulfate 10 Mg	J2275	\$ 10.19	636
1601	1601169	Pharm Octreotide Acetate, 1 Mg	J2353	\$ 28.20	636
1601	1601170	Pharm Oprelvekin, 5 Mg1	J2355	\$ 451.81	636
1601	1601171	Pharm Ondansetron Hcl, 1 Mg	J2405	\$ 10.91	636
1601	1601172	Pharm Pamidronate Disodium30mg	J2430	\$ 586.37	636
1601	1601173	Pharm Metoclopramide Hcl 10 Mg	J2765	\$ 1.19	636
1601	1601174	Pharm Rho(D)Immune Globn Dose	J2790	\$ 211.20	636
1601	1601176	Pharm Sargramostim 50mcg	J2820	\$ 56.94	636
1601	1601177	Pharm Fentanyl Citrate 2 Ml	J3010	\$ 0.55	636
1601	1601178	Pharm Thyrotropin Alfa, 0.9 Mg	J3240	\$ 1,128.60	636
1601	1601179	Pharm Tirofiban Hcl 12.5 Mg	J3245	\$ 924.00	636
1601	1601180	Pharm Thiethylperazine Maleate	J3280	\$ 10.74	636
1601	1601181	Pharm Trimetrexate Glucuronate	J3305	\$ 191.40	636
1601	1601182	Pharm Hylan G-F 20, 16 Mg	J7320	\$ 237.73	636
1601	1601183	Pharm Azathioprine Oral 50 Mg	J7500	\$ 1.85	636
1601	1601184	Pharm Azathioprine 100 Mg	J7501	\$ 188.98	636
1601	1601185	Pharm Cyclosporine Oral 100 Mg	J7502	\$ 9.40	636
1601	1601186	Pharm Lymphocyte Immune Globu	J7504	\$ 553.82	636
1601	1601187	Pharm Muromonab-Cd3, 5 Mg	J7505	\$ 343.20	636
1601	1601188	Pharm Tacrolimus Oral Per 1 Mg	J7507	\$ 6.10	636
1601	1601189	Pharm Daclizumab Parent 25 Mg	J7513	\$ 920.04	636
1601	1601190	Pharm Cyclosporin Parent 250mg	J7516	\$ 192.37	636
1601	1601191	Pharm Busulfan; Oral, 2 Mg	J8510	\$ 3.85	636
1601	1601192	Pharm Capecitabine Oral 150 Mg	J8520	\$ 4.75	636
1601	1601197	Pharm Doxorubicin Hcl 10 Mg	J9000	\$ 17.42	636
1601	1601198	Pharm Doxorubicin Lipid 10 Mg	J9001	\$ 730.88	636
1601	1601199	Pharm Aldesleukin, Vial	J9015	\$ 1,416.62	636
1601	1601200	Pharm Asparaginase 10,000units	J9020	\$ 132.71	636
1601	1601201	Pharm Bcg (Intravesical)	J9031	\$ 261.67	636
1601	1601202	Pharm Bleomycin Sulfate 15 Unt	J9040	\$ 290.40	636
1601	1601203	Pharm Carboplatin, 50 Mgg	J9045	\$ 227.99	636
1601	1601204	Pharm Carmustine, 100 Mgg	J9050	\$ 242.22	636
1601	1601205	Pharm Cisplatin, 10 Mg	J9060	\$ 73.21	636
1601	1601206	Pharm Injection Cladribine 1mg	J9065	\$ 123.82	636
1601	1601207	Pharm Cyclophosphamide, 100 Mg	J9070	\$ 3.96	636
1601	1601208	Pharm Cyclophosphamide Lyophzd	J9093	\$ 3.96	636
1601	1601209	Pharm Cytarabine, 100 Mg	J9100	\$ 60.72	636
1601	1601210	Pharm Dactinomycin, 0.5 Mg	J9120	\$ 29.41	636
1601	1601211	Pharm Dacarbazine, 100 Mg	J9130	\$ 22.44	636
1601	1601212	Pharm Daunorubicin Hcl, 10 Mg	J9150	\$ 116.16	636
1601	1601213	Pharm Daunorubicin Citrate	J9151	\$ 143.62	636
1601	1601214	Pharm Diethylstilbestrol	J9165	\$ 33.37	636
1601	1601215	Pharm Docetaxel, 20 Mg	J9170	\$ 630.59	636
1601	1601216	Pharm Etoposide, 10 Mg	J9181	\$ 0.31	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1601	1601217	Pharm Fludarabine Phosphate	J9185	\$ 548.04	636
1601	1601218	Pharm Fluorouracil, 500 Mg	J9190	\$ 4.22	636
1601	1601219	Pharm Floxuridine, 500 Mg	J9200	\$ 300.04	636
1601	1601220	Pharm Gemcitabine Hcl, 200 Mg	J9201	\$ 227.04	636
1601	1601221	Pharm Goserelin Acetate Implan	J9202	\$ 883.43	636
1601	1601222	Pharm Irinotecan, 20 Mg	J9206	\$ 271.90	636
1601	1601223	Pharm Ifosfamide, 1 Gm	J9208	\$ 285.17	636
1601	1601224	Pharm Mesna, 200 Mg	J9209	\$ 85.64	636
1601	1601225	Pharm Idarubicin Hcl, 5 Mg	J9211	\$ 796.86	636
1601	1601226	Pharm Interferon Alfa-1 1 Mcg	J9212	\$ 511.63	636
1601	1601227	Pharm Interferon, Alfa-2a	J9213	\$ 469.92	636
1601	1601228	Pharm Interferon, Alfa-2b	J9214	\$ 78.38	636
1601	1601229	Pharm Leuprolide Acetate	J9218	\$ 26.93	636
1601	1601230	Pharm Mechlorethamine Hcl	J9230	\$ 25.45	636
1601	1601231	Pharm Melphalan Hcl, 50 Mg	J9245	\$ 791.92	636
1601	1601232	Pharm Methotrexate Sodium 5 Mg	J9250	\$ 0.37	636
1601	1601233	Pharm Paclitaxel, 30 Mg	J9265	\$ 385.70	636
1601	1601234	Pharm Pegaspargase	J9266	\$ 2,938.24	636
1601	1601235	Pharm Pentostatin, Per 10 Mg	J9268	\$ 3,168.00	636
1601	1601236	Pharm Plicamycin, 2.5 Mg	J9270	\$ 217.22	636
1601	1601237	Pharm Mitomycin, 5 Mg	J9280	\$ 95.04	636
1601	1601238	Pharm Mitoxantrone Hcl 5 Mg	J9293	\$ 495.79	636
1601	1601239	Pharm Rituximab, 100 Mg	J9310	\$ 981.11	636
1601	1601240	Pharm Streptozocin 1 G	J9320	\$ 261.52	636
1601	1601241	Pharm Thiotepa, 15 Mg	J9340	\$ 140.76	636
1601	1601242	Pharm Topotecan, 4 Mg	J9350	\$ 1,406.28	636
1601	1601243	Pharm Trastuzumab, 10 Mg	J9355	\$ 114.02	636
1601	1601244	Pharm Valrubicin, Intravesical	J9357	\$ 792.00	636
1601	1601245	Pharm Vinblastine Sulfate 1 Mg	J9360	\$ 16.37	636
1601	1601246	Pharm Vincristine Sulfate 1 Mg	J9370	\$ 7.92	636
1601	1601247	Pharm Vinorelbine Tartrate 10mg	J9390	\$ 161.15	636
1601	1601248	Pharm Epoetin Alpha Non-Esrd	Q0136	\$ 26.32	636
1601	1601249	Pharm Corticorelin Ovine Trifl	Q2005	\$ 786.72	636
1601	1601250	Pharm Ethanolamine Oleate	Q2007	\$ 630.96	636
1601	1601251	Pharm Fomepizole, 1.5 Mg	Q2008	\$ 2,640.00	636
1601	1601252	Pharm Fosphenytoin, 50 Mg	Q2009	\$ 20.57	636
1601	1601253	Pharm Glatiramer Acetate	Q2010	\$ 66.31	636
1601	1601254	Pharm Sermorelin Acetate	Q2014	\$ 35.14	636
1601	1601255	Pharm Somatrem, 5 Mg	J2940	\$ 462.00	636
1601	1601256	Pharm Somatropin, 1 Mg	J2941	\$ 92.40	636
1601	1601257	Pharm Teniposide, 50 Mg	Q2017	\$ 458.02	636
1601	1601258	Pharm Urofollitropin, 75 Iu	Q2018	\$ 128.17	636
1601	1601259	Pharm Basiliximab, 20 Mg	Q2019	\$ 3,123.43	636
1601	1601260	Pharm Histrelin Acetate, 10 Mg	J1675	\$ 147.95	636
1601	1601261	Pharm Lepirudin 50 Mg	Q2021	\$ 2,854.06	636
1601	1601262	Pharm Rh Ig, Minidose, Im	90385	\$ 26.40	636
1601	1601263	Immunization Admin	90471	\$ 18.24	771
1601	1601264	Immunization Admin Ea Addl	90472	\$ 9.12	771
1601	1601265	Flu Vaccine, 6-35mo, Im	90657	\$ 14.93	636
1601	1601266	Dt Vaccine <7, Im	90702	\$ 9.24	636

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1601	1601267	Pharm Mmrv Vaccine, Sc	90710	\$ 99.00	636
1601	1601268	Poliovirus, Ipv, Sc	90713	\$ 27.51	636
1601	1601269	Pharm Chicken Pox Vaccine, Sc	90716	\$ 46.20	636
1601	1601270	Td Vaccine >7, Im	90718	\$ 19.77	636
1601	1601271	Pharm Plague Vaccine, Im	90727	\$ 105.60	636
1601	1601272	Pharm Hepatitis B Immunization	90746	\$ 85.80	636
1601	1601273	Pneumococcal Vaccine-Adult	90732	\$ 62.96	636
1601	1601274	Pharm Influenza B Immunization	90737	\$ 60.00	636
1601	1601277	Pharm Hep B Vaccine, Ill Pat, Im	90747	\$ 99.00	636
1601	1601278	Pharm Vaccine Toxoid	90749	\$ 59.40	510
1601	1601279	Pharm Iv Infusion Therapy, 1 Hr	96360	\$ 165.00	260
1601	1601280	Pharm Injection, Sc/Im	90772	\$ 46.20	771
1601	1601281	Pharm Injection, Iv	96374	\$ 26.40	260
1601	1601282	Pharm Injection Of Antibiotic	90772	\$ 26.40	636
1601	1601283	Pharm Ther/Prophylactic/Dx Inj	90799	\$ 26.40	636
1601	1601284	Pharm Rh Ig, Full-Dose, Im	90384	\$ 26.40	636
1601	1601285	Pharm Rh Ig, Iv	90386	\$ 26.40	636
1601	1601286	Tetanus Ig, Im	90389	\$ 33.00	636
1601	1601287	Pharm Influenza Immunization	90658	\$ 60.00	636
1601	1601288	Pharm Encephalitis Vaccine, Sc	90735	\$ 270.45	636
1601	1601289	Pharm Hep B Vaccine, Adult, Im	90746	\$ 33.02	636
1601	1601290	Pharm Iv Infusion, Addtnl Hour	90781	\$ 132.00	761
1601	1601291	Pharm Synvisc 2 Ml	J7320	\$ 316.80	636
1601	1601292	Pharm Zoledronic Acid 1mg	J3487	\$ 488.14	636
1601	1601293	Pharm Pegfilgrastim 6 Mg	J2505	\$ 3,362.98	636
1601	1601294	Pharm Fulvestrant 25mg	J9395	\$ 192.00	636
1601	1601295	Hep A Vacc, Ped/Adol, 2 Dose	90633	\$ 16.78	636
1601	1601296	Meningococcal Vaccine, Sc	90733	\$ 106.88	636
1601	1601297	Dtap Vaccine, Im	90700	\$ 48.00	636
1601	1601298	Human Ig, Im	90281	\$ 48.00	636
1601	1601299	Human Ig, Iv	90283	\$ 48.00	636
1601	1601300	Hep B Ig, Im	90371	\$ 48.00	636
1601	1601301	Rsv Ig, Im, 50 Mg	90378	\$ 48.00	636
1601	1601302	Rsv Ig, Iv	90379	\$ 48.00	636
1601	1601303	Varicella-Zoster Ig, Im	90396	\$ 48.00	636
1601	1601304	Pediarix(Dtap,Ipv,Hepb),Im	90723	\$ 106.80	636
1601	1601305	Ppd (Tuberculin Test)	86580	\$ 26.40	300
1601	1601306	Pharm Injectn, Oxallplatin, 5mg	J9263	\$ 115.75	636
1601	1601307	Pharm Erbitux Per 10mg	J9055	\$ 124.80	636
1601	1601308	Injectn Bevacizumab, Per 10 Mg	J9035	\$ 96.00	636
1601	1601309	Ferrlic Iron Gluconate 12.5mg	J2916	\$ 103.20	636
1601	1601310	Injection, Bortezomib, Per 0.1mg	J9041	\$ 36.00	636
1601	1601311	Pemetrexed Per 10 Mg	J9305	\$ 111.60	636
1601	1601312	Filgrastim 480 Mg	J1441	\$ 660.00	636
1601	1601313	Leuprolide Acetate 7.5 Mg	J9217	\$ 1,320.00	636
1601	1601315	Arsenic Trioxide, 1 Mg	J9017	\$ 66.00	636
1601	1601316	Flu Vaccine, Nasal	90660	\$ 42.00	636
1601	1601317	Tb Tine Test	86585	\$ 30.00	636
1601	1601318	Tdap (Tetanus, Depthr, Pertus)Im	90715	\$ 32.29	636
1601	1601319	Proquad (Measls, Mmps, Rubel, Var	90710	\$ 99.00	636

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 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1601	1601320	Rotateq (Rotovirus, Oral)	90680	\$ 66.00	636
1601	1601321	Risperdal Consta .5 Mg	J2794	\$ 6.40	636
1601	1601323	Pharm Hep B Vaccine, Child, Im	90744	\$ 12.18	636
1601	1601324	Pharm Hepatitis A,B(Twinrix)	90636	\$ 56.01	636
1601	1601325	Pharm Typhoid	90690	\$ 57.78	636
1601	1601800	Iv Inf Initial Up To 1 Hr	96365	\$ 198.00	260
1601	1601810	Chemo Admin Sq Or Im Non Horm	96401	\$ 198.00	331
1601	1601820	Chemo Admin Iv Push Initial	96409	\$ 198.00	331
1601	1601830	Chemo Infusion 1 Hour	96413	\$ 198.00	260
1601	1601851	Bone Marrow Aspiration	38220	\$ 165.00	361
1601	1601852	Bone Marrow Biopsy	85102	\$ 231.00	361
1601	1601900	Infusion Thpy Oth Than Chemo	96366	\$ 132.00	260
1601	1601901	Iv Inf Ea Addl Hr (Same)	96366	\$ 99.00	260
1601	1601910	Chemo Other Than Infuse-Im	96401	\$ 132.00	331
1601	1601920	Chemo Admin Iv Push Ea Addl	96411	\$ 132.00	331
1601	1601930	Chemo Infusion Up To 1 Hour	96413	\$ 132.00	335
1601	1601931	Chemo Admin Iv Ea Addl Hr Same	96415	\$ 99.00	335
1601	1601932	Chemotherapy, Push Technique	96408	\$ 198.00	761
1601	1601951	Bone Marrow Aspiration	38220	\$ 132.00	361
1601	1601952	Bone Marrow Biopsy	38221	\$ 165.00	361
1601	1601953	Pharm Synvlsc Per 3x2ml Syrngs	J7320	\$ 706.80	636
1601	1601954	Pharmacy Zoster(Shingles)Vacc	90736	\$ 221.97	636
1603	1603004	Calcijex 1mcg/MI Injection	J0636	\$ 43.84	636
1603	1603005	Infed 50mg Injection (Syringe)	J1750	\$ 77.14	636
1603	1603006	Vancomycin 500mg Vial	J3370	\$ 17.54	636
1603	1603007	Gentamicin 80mg Vial	J1580	\$ 3.52	636
1603	1603008	Epogen 2000 Units	J0886	\$ 43.56	634
1603	1603009	Epogen 4000 Units	J0886	\$ 87.12	634
1603	1603010	Epogen 1000 Units	J0886	\$ 21.78	634
1603	1603011	Epogen 5000 Units	J0886	\$ 108.90	634
1603	1603012	Epogen 10000 Units	J0886	\$ 217.80	634
1603	1603013	Epogen 6000 Units	J0886	\$ 130.68	634
1603	1603014	Epogen 8000 Units	J0886	\$ 174.24	634
1603	1603015	Epogen 7000 Units	J0886	\$ 152.46	634
1603	1603016	Abbokinase	J3365	\$ 182.77	636
1603	1603017	Epogen 500 Units	J0886	\$ 10.90	634
1603	1603018	Injectn, Iron Sucrose Each 20mg		\$ 30.00	250
1603	1603019	Ferrlct Iron Gluconate Ea65mg	J2916	\$ 103.20	636
1603	1603020	Epogen 3000 Units	J0886	\$ 65.34	634
1603	1603021	Epogen 40000 Units	J0886	\$ 871.20	634
1604	1604018	Acetazolamide Inj	J1120	\$ 1.20	636
1604	1604022	Acetylcysteine 10%	J7608	\$ 1.20	636
1604	1604023	Acetylcysteine 10%	J7608	\$ 1.20	636
1604	1604024	Acetylcysteine	J7608	\$ 1.20	636
1604	1604025	Acetylcysteine 20%	J7608	\$ 1.20	636
1604	1604026	Acetylcysteine 20%	J7608	\$ 1.20	636
1604	1604027	Acetylcysteine	J7608	\$ 1.20	636
1604	1604028	Acetylcysteine	J7608	\$ 1.20	636
1604	1604040	Adenosine Syringe	J0150	\$ 1.20	636
1604	1604041	Adenosine	J0152	\$ 1.20	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1604	1604042	Albumin Human 25%	P9047	\$ 1.20	636
1604	1604043	Albumin Human 25%	P9047	\$ 1.20	636
1604	1604044	Albumin Human 5%	P9045	\$ 1.20	636
1604	1604045	Albumin Human 5%	P9041	\$ 1.20	636
1604	1604046	Albumin Human 5%	P9045	\$ 1.20	636
1604	1604048	Albuterol 0.083% Soln	J7613	\$ 1.20	636
1604	1604067	Alteplase Cath	J2997	\$ 1.20	636
1604	1604068	Prazosin	J2997	\$ 1.20	636
1604	1604075	Amantidine	G9017	\$ 1.20	636
1604	1604077	Amifostine Vial	J0207	\$ 1.20	636
1604	1604086	Aminophylline Iv	J0280	\$ 1.20	636
1604	1604087	Aminophylline Iv	J0280	\$ 1.20	636
1604	1604088	Amiodarone	J0282	\$ 1.20	636
1604	1604090	Amiodarone	J0282	\$ 1.20	636
1604	1604117	Amphotericin B Inj	J0285	\$ 1.20	636
1604	1604118	Amphotericin B Lipid Iv	J0287	\$ 1.20	636
1604	1604119	Ampicillin ivpb	J0290	\$ 1.20	636
1604	1604120	Ampicillin ivpb	J0290	\$ 1.20	636
1604	1604122	Ampicillin Inj	J0290	\$ 1.20	636
1604	1604127	Ampicillin Inj	J0290	\$ 1.20	636
1604	1604128	Ampicillin Iv	J0290	\$ 1.20	636
1604	1604129	Ampicillin Na Inj	J0290	\$ 1.20	636
1604	1604130	Ampicillin Na Inj	J0290	\$ 1.20	636
1604	1604131	Ampicillin/Sulbactam Iv	J0295	\$ 1.20	636
1604	1604132	Ampicillin/Sulbactam Iv	J0295	\$ 1.20	636
1604	1604170	Atropine 20 Ml	J0460	\$ 1.20	636
1604	1604171	Atropine Inj	J0460	\$ 1.20	636
1604	1604175	Atropine Syringe	J0460	\$ 1.20	636
1604	1604180	Azithromycin Iv	J0456	\$ 1.20	636
1604	1604215	Benzotropine Inj	J0515	\$ 1.20	636
1604	1604220	Betamethasone	J0704	\$ 1.20	636
1604	1604229	Bethanechol Inj	J0520	\$ 1.20	636
1604	1604231	Biperiden	J0180	\$ 1.20	636
1604	1604240	Bleomycin Iv	J9040	\$ 548.28	636
1604	1604247	Bumetanide	S0171	\$ 1.20	636
1604	1604250	Bumetanide Inj	S0171	\$ 1.20	636
1604	1604270	Butorphanol	J0595	\$ 1.20	636
1604	1604271	Butorphanol	J0595	\$ 1.20	636
1604	1604272	Butorphanol Nasal Spray	S0012	\$ 1.20	636
1604	1604277	Calcitonin Inj	J0635	\$ 1.20	636
1604	1604281	Calcitriol	J0636	\$ 1.20	636
1604	1604290	Calcium Disodium Inj	J0600	\$ 1.20	636
1604	1604294	Calcium Gluconate	J0610	\$ 1.20	636
1604	1604320	Carboplatin	J9045	\$ 1.20	636
1604	1604321	Carboplatin	J9045	\$ 1.20	636
1604	1604329	Caspofungin Iv	J0637	\$ 1.20	636
1604	1604330	Caspofungin Iv	J0637	\$ 1.20	636
1604	1604335	Cefazolin Ud	J0690	\$ 1.20	636
1604	1604336	Cefazolin Iv	J0590	\$ 1.20	636
1604	1604338	Cefazolin Inj	J0690	\$ 1.20	636

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1604	1604339	Cefazolin Iv	J0690	\$	
1604	1604340	Cefazolin/D5w Rtu	J0690	\$	1.20 636
1604	1604341	Cefepime	J0692	\$	1.20 636
1604	1604342	Cefepime	J0692	\$	1.20 636
1604	1604344	Cefotaxime Inj	J0698	\$	1.20 636
1604	1604345	Cefotaxime Im/iv Inj	J0698	\$	1.20 636
1604	1604346	Cefotaxime Iv	J0698	\$	1.20 636
1604	1604347	Cefotaxime Iv	J0698	\$	1.20 636
1604	1604352	Ceftazidime Inj	J0713	\$	1.20 636
1604	1604353	Ceftazidime Iv	J0713	\$	1.20 636
1604	1604354	Ceftazidime Inj	J0713	\$	1.20 636
1604	1604355	Ceftazidime Iv	J0713	\$	1.20 636
1604	1604356	Ceftizoxime	J0715	\$	1.20 636
1604	1604357	Ceftriaxone Iv	J0696	\$	1.20 636
1604	1604358	Ceftriaxone Iv	J0696	\$	1.20 636
1604	1604359	Ceftriaxone Vial	J0696	\$	1.20 636
1604	1604360	Cefuroxime	J0697	\$	1.20 636
1604	1604361	Cefuroxime Iv	J0697	\$	1.20 636
1604	1604363	Cefuroxime Iv	J0697	\$	1.20 636
1604	1604364	Cefuroxime Inj	J0697	\$	1.20 636
1604	1604377	Chloramphenicol Inj	J0720	\$	1.20 636
1604	1604388	Chlorothiazide Inj	J1205	\$	1.20 636
1604	1604397	Chlorpromazine Inj	J3230	\$	1.20 636
1604	1604410	Ciprofloxacin-D5w	J0744	\$	1.20 636
1604	1604411	Ciprofloxacin-D5w	J0744	\$	1.20 636
1604	1604415	Cisplatin Iv	J9060	\$	67.68 636
1604	1604466	Colchicine 2 Ml	J0760	\$	1.20 636
1604	1604470	Corticotropin Inj	J0800	\$	1.20 636
1604	1604486	Cyanocobalamin Inj	J3490	\$	4.50 636
1604	1604497	Cyclophosphamide Iv	J9070	\$	170.70 636
1604	1604500	Cyclophosphamide Iv	J9070	\$	94.80 636
1604	1604523	Deferoxamine	J0895	\$	1.20 636
1604	1604533	Desmopressin	J2597	\$	1.20 636
1604	1604537	Desmopressin	J2597	\$	1.20 636
1604	1604545	Dexamethasone	J1094	\$	10.75 636
1604	1604547	Dexamethasone	J8540	\$	7.70 636
1604	1604548	Dexamethasone	J1094	\$	4.97 636
1604	1604560	Dextrose 5%	J7042	\$	9.82 636
1604	1604562	Dextrose 5%	J7042	\$	25.20 636
1604	1604564	Dextrose 5% Kcl 20meq	J3480	\$	1.20 636
1604	1604567	Dextrose 5%/0.45% Nacl	J7070	\$	7.56 636
1604	1604578	Diazepam	J3360	\$	1.20 636
1604	1604579	Diazoxide	J1730	\$	1.20 636
1604	1604589	Dicyclomine	J0500	\$	1.20 636
1604	1604598	Digoxin Inj	J1160	\$	1.20 636
1604	1604600	Dihydroergotamine	J1110	\$	1.20 636
1604	1604609	Dimecaperol	J0470	\$	1.20 636
1604	1604619	Diphenhydramine Inj	J1200	\$	2.10 636
1604	1604627	Dipyridamole	J1245	\$	12.00 636
1604	1604628	Dipyridamole	J1245	\$	1.20 636

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1604	1604638	Dobutamine Inj	J1250	\$ 43.20	636
1604	1604639	Dobutamine D5w	J1250	\$ 1.20	636
1604	1604640	Dobutamine D5w	J1250	\$ 1.20	636
1604	1604647	Dolasetron	J1260	\$ 1.20	636
1604	1604648	Dolasetron	J1260	\$ 1.20	636
1604	1604663	Doxercalciferol	J1270	\$ 1.20	636
1604	1604664	Doxorubicin	J9000	\$ 176.26	636
1604	1604665	Doxorubicin Liposomal	J9001	\$ 1,912.06	636
1604	1604672	Droperidol	J1790	\$ 1.20	636
1604	1604699	Enbrel 25mg Kit	J1438	\$ 1.20	636
1604	1604700	Enoxaparin	J1650	\$ 1.20	636
1604	1604701	Enoxaparin	J1650	\$ 1.20	636
1604	1604702	Enoxaparin	J1650	\$ 1.20	636
1604	1604703	Enoxaparin	J1650	\$ 1.20	636
1604	1604704	Enoxaparin	J1650	\$ 1.20	636
1604	1604709	Epinephrine Inj	J0170	\$ 1.20	636
1604	1604711	Epinephrine	J0170	\$ 1.20	636
1604	1604713	Epinephrine Inj	J0170	\$ 1.20	636
1604	1604723	Epoetin Alfa	J0885	\$ 1.20	636
1604	1604724	Eptifibatide	J1327	\$ 1.20	636
1604	1604725	Eptifibatide	J1327	\$ 1.20	636
1604	1604726	Eptifibatide	J1327	\$ 1.20	636
1604	1604748	Estradiol Valerate	J1390	\$ 1.20	636
1604	1604768	Etoposide	J9181	\$ 272.22	636
1604	1604789	Fentanyl	J3010	\$ 1.20	636
1604	1604792	Fentanyl	J3010	\$ 1.20	636
1604	1604800	Hep Lock	J1642	\$ 1.20	636
1604	1604802	Filgrastim 300 Mcg	J1440	\$ 463.85	636
1604	1604803	Filgrastim	J1441	\$ 1.20	636
1604	1604813	Fluconazole Ns Inj	J1450	\$ 1.20	636
1604	1604814	Fluconazole Ns Inj	J1450	\$ 1.20	636
1604	1604815	Fluconazole Ns Inj	J1450	\$ 1.20	636
1604	1604818	Fludarabine	J9185	\$ 688.16	636
1604	1604835	Fluorouracil Iv	J9190	\$ 13.50	636
1604	1604852	Fluphenazine Dec	J2680	\$ 1.20	636
1604	1604860	Flutamide	S0175	\$ 1.20	250
1604	1604872	Foscarnet Iv	J1455	\$ 1.20	636
1604	1604876	Furosemide	J1940	\$ 1.20	636
1604	1604878	Furosemide	J1940	\$ 1.20	636
1604	1604880	Furosemide	J1940	\$ 8.23	636
1604	1604888	Ganciclovir	J1570	\$ 1.20	636
1604	1604892	Gemcitabine Iv	J9201	\$ 295.44	636
1604	1604901	Gentamicin	J1580	\$ 1.20	636
1604	1604905	Gentamicin Iv	J1580	\$ 1.20	636
1604	1604914	Glucagon Inj	J1610	\$ 1.20	636
1604	1604957	Haloperidol	J1630	\$ 1.20	636
1604	1604958	Haloperidol Deconate	J1631	\$ 1.20	636
1604	1604960	Heparin	J1644	\$ 3.84	636
1604	1604961	Heparin	J1644	\$ 1.20	636
1604	1604962	Heparin Lf	J1642	\$ 3.84	636

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1604	1604963	Heparin/D5w			
1604	1604964	Heparin Inj	J1644	\$ 1.20	636
1604	1604978	Hydralazine Inj	J1644	\$ 1.20	636
1604	1604994	Hydrocortisone Inj	J0360	\$ 1.20	636
1604	1604997	Hydrocortisone Inj	J1720	\$ 1.20	636
1604	1604999	Hydrocortisone Inj	J1720	\$ 1.20	636
1605	1605004	Hydromorphone Syr	J1720	\$ 1.20	636
1605	1605006	Hydromorphone Syr	J1170	\$ 1.20	636
1605	1605008	Hydromorphone Syr	J1170	\$ 22.50	636
1605	1605009	Hydromorphone Vial 20ml	J1170	\$ 1.20	636
1605	1605014	Hydroxyzine	J1170	\$ 1.20	636
1605	1605030	Ibutilide	J3410	\$ 1.20	636
1605	1605035	Imipenem/Cilastatin Im	J1742	\$ 1.20	636
1605	1605036	Imipenem-Cilastatin Iv	J0743	\$ 1.20	636
1605	1605037	Imipenem-Cilastatin Iv	J0743	\$ 1.20	636
1605	1605041	Immune Globulin	J0743	\$ 1.20	636
1605	1605042	Immune Globulin Rho Syr	J1563	\$ 1.20	636
1605	1605052	Insulin Aspart	J2790	\$ 1.20	636
1605	1605053	Insulin Glargine 10ml	J1815	\$ 1.20	636
1605	1605054	Insulin Hum 70/30 10ml	J1815	\$ 1.20	636
1605	1605055	Insulin Hum Nph 10ml	J1815	\$ 1.20	636
1605	1605056	Insulin Hum Reg 10ml	J1815	\$ 1.20	636
1605	1605057	Insulin Hum Reg	J1815	\$ 1.20	636
1605	1605068	Irinotecan Iv	J1815	\$ 1.20	636
1605	1605069	Iron Dextran	J9206	\$ 1.20	636
1605	1605070	Iron Dextran	J1750	\$ 1.20	636
1605	1605071	Iron Sucrose Vial	J1750	\$ 1.20	636
1605	1605093	Kanamycin	J1756	\$ 1.20	636
1605	1605107	Ketorolac	J1850	\$ 1.20	636
1605	1605108	Ketorolac	J1885	\$ 6.77	636
1605	1605132	Leucovorin Ca Inj	J1885	\$ 7.20	636
1605	1605133	Leucovorin Calcium Iv	J0640	\$ 1.20	636
1605	1605135	Leuprolide Kit	J0640	\$ 1.20	636
1605	1605136	Leuprolide Ace 3mo Kt	J1950	\$ 1.20	636
1605	1605145	Levofloxacin In D5w-Rtu	J1950	\$ 1.20	636
1605	1605146	Levofloxacin In D5w-Rtu	J1956	\$ 1.20	636
1605	1605147	Levofloxacin In D5w-Rtu	J1956	\$ 1.20	636
1605	1605195	Lidocaine Viscous	J1956	\$ 1.20	636
1605	1605196	Lincomycin Hcl	J2001	\$ 67.36	636
1605	1605198	Linezolid In D5w (Rtu)	J2010	\$ 1.20	636
1605	1605218	Lorazepam	J2020	\$ 1.20	636
1605	1605234	Magnesium So4 Inj	J2060	\$ 1.20	636
1605	1605235	Magnesium So4	J3475	\$ 1.20	636
1605	1605237	Magnesium So4 Rtu	J3475	\$ 1.20	636
1605	1605238	Magnesium So4 Rtu	J3475	\$ 1.20	636
1605	1605239	Magnesium So4 Rtu	J3475	\$ 1.20	636
1605	1605243	Mannitol	J3475	\$ 1.20	636
1605	1605258	Medroxyprogesterone	J2150	\$ 1.20	636
1605	1605260	Medroxyprogesterone	J1055	\$ 1.20	636
1605	1605272	Meperidine C/J	J1051	\$ 1.20	636
			J2175	\$ 1.20	636

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1605	1605273	Meperidine	J2175	\$ 1.20	636
1605	1605274	Meperidine C/J	J2175	\$ 1.20	636
1605	1605276	Meperidine C/J	J2175	\$ 1.20	636
1605	1605277	Meperidine Pca	J2175	\$ 1.20	636
1605	1605278	Meperidine C/J	J2175	\$ 1.20	636
1605	1605279	Mepivacaine 1%	J0670	\$ 1.20	636
1605	1605280	Mepivacaine 1% Inj	J0670	\$ 1.20	636
1605	1605281	Mepivacaine 1% Inj	J0670	\$ 1.20	636
1605	1605282	Mepivacaine 2%	J0670	\$ 1.20	636
1605	1605284	Mercaptopurine	S0108	\$ 1.20	250
1605	1605286	Meropenem Iv	J2185	\$ 1.20	636
1605	1605316	Methadone	J1230	\$ 239.53	636
1605	1605329	Methocarbamol	J2800	\$ 1.20	636
1605	1605334	Methotrexate Vlal	J9260	\$ 16.42	636
1605	1605337	Methylpate 5 Ml	J0210	\$ 1.20	636
1605	1605341	Methylergonovine Inj	J2210	\$ 1.20	636
1605	1605345	Methylprednisolone	J2930	\$ 1.20	636
1605	1605347	Methylprednisolone	J2920	\$ 1.20	636
1605	1605348	Methylprednisolone	J2930	\$ 1.20	636
1605	1605350	Methylprednisolone Ac	J1040	\$ 1.20	636
1605	1605351	Methylprednisolone Ac 5ml	J1030	\$ 1.20	636
1605	1605352	Methylprednisolone Ace	J1030	\$ 1.20	636
1605	1605353	Methylprednisolone	J2930	\$ 1.20	636
1605	1605357	Metoclopramide	J2765	\$ 4.82	636
1605	1605382	Midazolam	J2250	\$ 1.20	636
1605	1605384	Midazolam Inj	J2250	\$ 1.20	636
1605	1605385	Midazolam	J2250	\$ 1.20	636
1605	1605386	Midazolam Inj	J2250	\$ 1.20	636
1605	1605400	Misoprostol	S0191	\$ 1.20	250
1605	1605401	Misoprostol	S0191	\$ 1.20	250
1605	1605402	Mitomycin Inj	J9280	\$ 210.00	636
1605	1605419	Morphine C/J	J2270	\$ 4.61	636
1605	1605422	Morphine C/J	J2270	\$ 1.20	636
1605	1605423	Morphine C/J	J2270	\$ 1.20	636
1605	1605424	Morphine Pca Cartridge	J2270	\$ 1.20	636
1605	1605425	Morphine Mdv	J2271	\$ 1.20	636
1605	1605426	Morphine C/J	J2270	\$ 1.20	636
1605	1605427	Morphine Pca Syringe	J2270	\$ 1.20	636
1605	1605430	Morphine Pf	J2275	\$ 1.20	636
1605	1605432	Morphine Pf	J2275	\$ 1.20	636
1605	1605435	Morphine Pf	J2275	\$ 1.20	636
1605	1605463	Nalbuphine	J2300	\$ 1.20	636
1605	1605464	Nalbuphine Inj	J2300	\$ 1.20	636
1605	1605465	Naloxone	J2310	\$ 1.20	636
1605	1605466	Naloxone Hcl	J2310	\$ 1.20	636
1605	1605468	Nandrolone Decanoate	J2321	\$ 1.20	636
1605	1605498	Neostigmine	J2710	\$ 1.20	636
1605	1605499	Neostigmine	J2710	\$ 1.20	636
1605	1605503	Nesiritide Inj 0.1 Mg	J2325	\$ 1.20	636
1605	1605549	Octreotide	J2354	\$ 1.20	636

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1605	1605550	Octreotide	J2353	\$ 1.20	636
1605	1605551	Octreotide	J2354	\$ 1.20	636
1605	1605568	Oprelvekin	J2355	\$ 1.20	636
1605	1605570	Oseltamivir	G9019	\$ 27.76	636
1605	1605575	Oxacillin Iv	J2700	\$ 1.20	636
1605	1605576	Oxacillin Iv	J2700	\$ 1.20	636
1605	1605577	Oxacillin Sodium Inj	J2700	\$ 1.20	636
1605	1605590	Oxytocin Inj	J2590	\$ 1.20	636
1605	1605591	Oxytocin Rtu	J2590	\$ 1.20	636
1605	1605592	Paclitaxel Iv	J9265	\$ 1.20	636
1605	1605594	Pamidronate Vial	J2430	\$ 1.20	636
1605	1605595	Pamidronate	J2430	\$ 1.20	636
1605	1605605	Papaverine	J2440	\$ 1.20	636
1605	1605621	Penicillin Benz La	J0580	\$ 1.20	636
1605	1605622	Penicillin Benz La	J0560	\$ 1.20	636
1605	1605623	Penicillin Benz La	J0560	\$ 1.20	636
1605	1605624	Penicillin Cr	J0540	\$ 1.20	636
1605	1605625	Penicillin Cr	J0530	\$ 1.20	636
1605	1605626	Penicillin G	J2540	\$ 1.20	636
1605	1605628	Penicillin G	J0580	\$ 1.20	636
1605	1605631	Penicillin Gk Iv	J2540	\$ 1.20	636
1605	1605632	Penicillin Gk Iv	J2540	\$ 1.20	636
1605	1605640	Pentamidine Inh	J2545	\$ 1.20	636
1605	1605641	Pentamidine Inj	J2545	\$ 1.20	636
1605	1605642	Pentazocine	J3070	\$ 1.20	636
1605	1605660	Phenobarbital	J2560	\$ 1.20	636
1605	1605668	Phentolamine Mesylate Inj	J2760	\$ 1.20	636
1605	1605674	Phenylephrine Hcl 10%	J2370	\$ 1.20	636
1605	1605675	Phenylephrine Hcl 10%	J2370	\$ 1.20	636
1605	1605679	Phenytoin	J1165	\$ 1.20	636
1605	1605682	Phenytoin	J1165	\$ 1.20	636
1605	1605689	Phytonadione	J3430	\$ 1.20	636
1605	1605690	Phytonadione	J3430	\$ 1.20	636
1605	1605707	Piperacillin Tazobactam	J2543	\$ 1.20	636
1605	1605708	Piperacillin Tazobactam	J2543	\$ 1.20	636
1605	1605709	Piperacillin Tazobactam	J2543	\$ 1.20	636
1605	1605710	Piperacillin/Tazo	J2543	\$ 1.20	636
1605	1605729	Potassium Chloride Iv	J3480	\$ 1.20	636
1605	1605731	Potassium Chloride Iv	J3480	\$ 1.20	636
1605	1605733	Potassium Chloride Iv	J3480	\$ 1.20	636
1605	1605734	Potassium Chloride Iv	J3480	\$ 1.20	636
1605	1605737	Potassium Cl Rtu	J3480	\$ 1.20	636
1605	1605738	Potassium Cl	J3480	\$ 1.20	636
1605	1605739	Potassium Cl Rtu	J3480	\$ 1.20	636
1605	1605761	Prednisone	J7506	\$ 0.85	636
1605	1605763	Prednisone Tab	J7506	\$ 0.84	636
1605	1605783	Prochlorperazine	J0780	\$ 28.84	636
1605	1605785	Prochlorperazine	J0780	\$ 2.84	636
1605	1605794	Promethazine	J2550	\$ 1.20	636
1605	1605795	Promethazine	J2550	\$ 1.20	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1605	1605810	Propranolol	J1800	\$ 1.20	636
1605	1605818	Protamine 50mg Amp Inj	J2720	\$ 1.20	636
1605	1605852	Retepase	J2993	\$ 1.20	636
1605	1605853	Rho-D Immune Globulin In	J2790	\$ 1.20	636
1605	1605869	Risperidone Consta 25mg	J2794	\$ 531.54	636
1605	1605870	Risperidone Consta 37.5mg	J2794	\$ 797.36	636
1605	1605871	Risperidone Consta 50mg	J2794	\$ 1,063.08	636
1605	1605880	Rituximab Inj	J9310	\$ 1,153.91	636
1605	1605881	Rituximab Inj	J9310	\$ 1.20	636
1605	1605900	Sargramostim	J2820	\$ 1.20	636
1606	1606015	Succinylcholine	J0330	\$ 1.20	636
1606	1606026	Sumatriptan	J3030	\$ 1.20	636
1606	1606050	Terbutaline	J3105	\$ 1.20	636
1606	1606053	Testosterone 10ml	J1070	\$ 1.20	636
1606	1606054	Testosterone Cypionate	J1080	\$ 1.20	636
1606	1606056	Tetanus Immune Glob	J1670	\$ 1.20	636
1606	1606061	Tetracaine 1% Inj	J0120	\$ 1.20	636
1606	1606070	Theophylline D5w	J2810	\$ 1.20	636
1606	1606071	Theophylline D5w	J2810	\$ 1.20	636
1606	1606076	Thiamine	J3411	\$ 1.20	636
1606	1606100	Tobramycin Powder Vial	J3260	\$ 1.20	636
1606	1606101	Tobramycin Iv	J3260	\$ 1.20	636
1606	1606105	Tobramycin Vial	J3260	\$ 1.20	636
1606	1606132	Torsemide	J3265	\$ 1.20	636
1606	1606152	Triamcinolone	J3301	\$ 1.20	636
1606	1606153	Triamcinolone	J3301	\$ 1.20	636
1606	1606155	Triamcinolone Hex Inj	J3303	\$ 1.20	636
1606	1606172	Trimethobenzamide	J3250	\$ 1.20	636
1606	1606174	Trimethobenzamide	J3250	\$ 1.20	636
1606	1606201	Vancomycin Ud	J3370	\$ 1.20	636
1606	1606204	Vancomycin	J3370	\$ 1.20	636
1606	160621	Vancomycin Ivpb	J3370	\$ 1.20	636
1606	1606226	Vincristine	J9370	\$ 112.90	636
1606	1606227	Vinorelbine	J9390	\$ 1.20	636
1606	1606238	Voriconazole Iv	J3465	\$ 1.20	636
1606	1606252	Zidovudine	S0104	\$ 1.20	636
1606	1606262	Ziprasidone Inj	J3486	\$ 1.20	636
1606	1606268	Alteplase Inj	J2997	\$ 1.20	636
1606	1606280	Betameth Acet/Betamet Sod Phos	J0704	\$ 1.20	636
1606	1606281	Bevacizumab	J9035	\$ 1,237.50	636
1606	1606282	Bevacizumab	J9035	\$ 1.20	636
1606	1606285	Botulinum Toxin Type A	J0585	\$ 1.20	636
1606	1606296	Edetate Disodium	J0600	\$ 1.20	636
1606	1606300	Ertapenem Sodium	J1335	\$ 1.20	636
1606	1606301	Etanercept	J1438	\$ 1.20	636
1606	1606302	Fomepizole	J1451	\$ 1.20	250
1606	1606303	Fondaparinux Sodium	J1652	\$ 1.20	636
1606	1606305	Fulvestrant	J9395	\$ 1.20	636
1606	1606307	Glatiramer Acetate	J1595	\$ 1.20	636
1606	1606309	Goserelin Acetate	J9202	\$ 1.20	636

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1606	1606310	Granisetron Hcl	Q0166	\$ 209.14	636
1606	1606315	Hydromorphone	J1170	\$ 17.14	636
1606	1606316	Hydroxyurea	S0176	\$ 1.20	250
1606	1606324	Interferon Beta 1a	J1825	\$ 1.20	636
1606	1606340	Milrinone Lact/D5w	J2260	\$ 1.20	636
1606	1606341	Milrinone Lactate	J2260	\$ 1.20	636
1606	1606346	Ondansetron	J2405	\$ 1.20	636
1606	1606347	Ondansetron	J2405	\$ 1.20	636
1606	1606349	Oxaliplatin	J9263	\$ 3,834.18	636
1606	1606352	Pegfilgrastim	J2505	\$ 1.20	636
1606	1606353	Pemetrexed	J9305	\$ 1.20	636
1606	1606361	Quinupristin/Dalfopristin	J2770	\$ 1.20	636
1606	1606365	Ropivacaine	J2795	\$ 1.20	636
1606	1606366	Ropivacaine	J2795	\$ 1.20	636
1606	1606367	Sod Ferric Gluc Cmplx/Sucrose	J2916	\$ 1.20	636
1606	1606368	Streptomycin	J3000	\$ 1.20	636
1606	1606373	Topotecan	J9351	\$ 2,096.63	636
1606	1606374	Trastuzumab	J9355	\$ 5,849.27	636
1606	1606375	Urokinase	J3365	\$ 1.20	636
1606	1606376	Zoledronic Acid	J3487	\$ 1.20	636
1606	1606380	Pepcid Rtu Ns	J3490	\$ 25.14	636
1606	1606388	Cefotaxime Iv/Im Inj	J0698	\$ 1.20	636
1606	1606396	Haldol Decanoate	J1631	\$ 1.20	636
1606	1606402	Megestrol	S0179	\$ 1.20	250
1606	1606430	Velcade 3.5 Mg Vial	J9041	\$ 1.20	636
1606	1606437	Gentamicin Rtu	J1580	\$ 1.20	636
1606	1606451	Morphine	J2271	\$ 1.20	636
1606	1606456	Retrovir Iv Infusion Vial	J3485	\$ 1.20	636
1606	1606500	Vinblastine Suff Vial	J9360	\$ 36.00	636
1606	1606815	Sandostatn	J2353	\$ 1.20	636
1606	1606829	Erbtux Via	J9055	\$ 1.20	636
1606	1606830	Acetylcyste	J0132	\$ 1.20	636
1606	1606831	Remicade Vi	J1745	\$ 1.20	636
1606	1606841	Docetaxel 8	J9171	\$ 1.20	636
1606	1606842	Intron A 50	J9214	\$ 1.20	636
1606	1606867	Enalapril T	J3490	\$ 44.44	636
1606	1606903	Vitamin K A	J3480	\$ 32.80	636
1606	1606915	Rabies Immune Glob 10ml Vial	90375	\$ 449.74	636
1606	1606933	Rabavert Rables Vaccine Kit	90376	\$ 371.26	636
1606	1606935	Emend 80 Mg Capsule	J8501	\$ 191.47	636
1606	1606936	Emend 125 Mg Capsule	J8501	\$ 264.11	636
1607	1607005	Dacarbazine 200mg Vial	J9130	\$ 69.42	636
1607	1607013	Magnesium Sulfate 4meq/MI 50ml	J3490	\$ 8.77	636
1607	1607038	Menactra 0.5ml Vial (Im)	90733	\$ 210.88	636
1607	1607072	Gardasil 0.5ml Vial (Hpv Vacc)	90649	\$ 186.00	636
1607	1607073	Orthovisc 30mg/2ml Prefill Syr	J7324	\$ 1.20	636
1607	1607169	Procrit 10,000 Units/MI	J0885	\$ 295.44	636
1607	1607170	Procrit 40,000 Units/MI	J0885	\$ 1,181.70	636
1607	1607229	Cytosan 2g Vial	J9070	\$ 1.20	636
1607	1607230	Cytarabine 2g Vial	J9100	\$ 1.20	250

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1607	1607231	Cytarabine 500mg/Vial	J9100	\$ 1.20	250
1607	1607255	Calcium Gluconate 10ml Vial	J0610	\$ 4.90	636
1607	1607256	Optiray 300mg/MI 100ml	Q9967	\$ 293.44	250
1607	1607324	Pentacel Immunization	90698	\$ 270.60	771
1607	1607433	Influenza A (H1n1) Internasal	90663	\$ 1.20	250
1607	1607434	Influenza A (H1n1) 5ml	90663	\$ 1.20	250
1607	1607469	Aranesp 40mcg Vial	J0882	\$ 103.56	636
1607	1607470	Aranesp 100mcg Syringe	J0882	\$ 270.84	636
1607	1607471	Aranesp 200mcg Syringe	J0882	\$ 508.98	636
1607	1607472	Aranesp 25mcg Vial	J0882	\$ 65.46	636
1607	1607473	Aranesp 60mcg Vial	J0882	\$ 162.42	636
1607	1607474	Aranesp 40mcg Syringe	J0882	\$ 108.35	636
1607	1607475	Aranesp 100mcg Vial	J0882	\$ 270.84	636
1607	1607476	Aranesp 200mcg Vial	J0882	\$ 486.80	636
1607	1607477	Aranesp 25mcg Syringe	J0882	\$ 67.72	636
1607	1607478	Aranesp 60mcg Syringe	J0882	\$ 162.53	636
1607	1607479	Aranesp 150mcg Syringe	J0882	\$ 406.26	636
1607	1607480	Aranesp 300mcg Syringe	J0882	\$ 724.81	636
1607	1607481	Aranesp 150mcg Vial	J0882	\$ 342.97	636
1607	1607482	Aranesp 300mcg Vial	J0882	\$ 686.86	636
1607	1607484	Docetaxel 20 Mg/MI Solutn 4ml	J9171	\$ 1.20	636
1607	1607486	Regadenson 0.1 Mg	J2785	\$ 267.60	636
1607	1607488	Zemplar 2 Mcg Vial	J2501	\$ 5.23	636
1607	1607500	Immunization, Any, 1st Vac/Tox	90460	\$ 65.00	771
1607	1607505	Im Admin Each Addl Component	90461	\$ 33.00	771
1607	1607515	Pneumococcal Vacc 12 Val Im	90670	\$ 1.00	636
1701	1701004	Hem Nasl Smr Eos	89190	\$ 29.81	300
1701	1701012	Hem Fac XII Hgmn	85280	\$ 71.89	300
1701	1701013	Hem Fac XIII Fsf	85290	\$ 43.84	300
1701	1701015	Hem Fibrin Split Pro	85362	\$ 84.17	300
1701	1701016	Hem Pro Time Manual	85610	\$ 21.04	300
1701	1701017	Hem Prthr Consump	85610	\$ 33.30	300
1701	1701019	Hem Ptt Manual	85730	\$ 29.81	300
1701	1701020	Hem Fibrinogen	85384	\$ 61.37	300
1701	1701021	Hem Factor VIII	85240	\$ 43.84	300
1701	1701022	Hem Factor V	85220	\$ 70.13	300
1701	1701023	Hem Factor VII	85230	\$ 71.89	300
1701	1701024	Hem Factor IX	85250	\$ 71.89	300
1701	1701025	Hem Factor X	85260	\$ 70.13	300
1701	1701026	Hem Factor XI	85270	\$ 70.13	300
1701	1701027	Hem Thrombin Time	85670	\$ 43.84	300
1701	1701028	Hem Pt/Ptt Aut 85610	85730	\$ 57.86	300
1701	1701031	Hem Bld Ct Coult	85027	\$ 36.83	300
1701	1701032	Hem Bld Ct H6000	85027	\$ 33.30	300
1701	1701033	Hem Wbc Ct	85048	\$ 14.03	300
1701	1701034	Hem Wbc H6000	85048	\$ 14.03	300
1701	1701035	Hem Rbc Coult	85041	\$ 19.28	300
1701	1701036	Hem Rbc H6000	85041	\$ 19.28	300
1701	1701037	Hem Hgb Coult	85018	\$ 14.03	300
1701	1701038	Hem Hgb H6000	85018	\$ 14.03	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1701	1701039	Hem Hct Coult	85014	\$ 14.03	300
1701	1701040	Hem Hct H6000	85014	\$ 14.03	300
1701	1701041	Hem Bld Diff Auto + Cbc	85025	\$ 36.83	305
1701	1701042	Hem Bld Diff Manual	85007	\$ 26.29	300
1701	1701043	Hem Sickle Id	85660	\$ 15.79	300
1701	1701044	Hem Esr Westerg	85651	\$ 21.04	300
1701	1701045	Hem Gluc 6 Pd	82960	\$ 106.96	300
1701	1701046	Hem Tot Eosinoph Man Ct	85032	\$ 43.84	300
1701	1701047	Hem Plat Ct H6000 Auto	85049	\$ 22.80	300
1701	1701048	Hem Plat Ct Man Est-Smear	85008	\$ 19.28	300
1701	1701049	Hem Retic Ct Man	85044	\$ 22.80	300
1701	1701050	Hem Leuk Alkphos	85540	\$ 38.58	300
1701	1701051	Hem Rbc Sed. Rate, Auto	85652	\$ 21.12	300
1701	1701052	Hem Fetal Hgb Kleihauer	85460	\$ 57.86	300
1701	1701053	Hem Spec Col-Fin	36415	\$ -	300
1701	1701054	Venipuncture	36415	\$ 10.54	300
1701	1701055	Hem Platelet Aggrgtn Each	85576	\$ 227.94	300
1701	1701056	Hem Prothr Time Auto	85610	\$ 21.04	300
1701	1701057	Hem Part Throm Tm Au	85730	\$ 29.81	300
1701	1701058	Hem Special Stains	88319	\$ 218.00	310
1701	1701060	Hem Plat Ct Coult	85049	\$ 22.80	300
1701	1701064	Hem Hct Manual	85013	\$ 14.03	300
1701	1701065	Hem Bdyfl Cell Ct	89050	\$ 28.06	305
1701	1701067	Hem Bdy Fl Diff With Fct	89051	\$ 56.11	305
1701	1701068	Hem Coult Col-Fin	85027	\$ 36.83	300
1701	1701069	Hem Factor Ii	85210	\$ 140.27	300
1701	1701070	Hem Fletcher Factor	85292	\$ 140.27	300
1701	1701071	Hem Antithrombin Ili Clotting	85300	\$ 43.84	300
1701	1701072	Hem Fac V111 Antlgn	85244	\$ 140.27	300
1701	1701073	Hem Inhibitor Study	85732	\$ 140.27	300
1701	1701074	Hem Throm Inh Time	85705	\$ 140.27	300
1701	1701075	Hem Factor Inh	85335	\$ 140.27	300
1701	1701076	Hem Plasminogen	85420	\$ 43.84	300
1701	1701077	Hem Reptilase Time	85635	\$ 57.86	300
1701	1701078	Hem Ristocetln Coftr	85245	\$ 140.27	300
1701	1701079	Heme Bld Rbc Morph	85008	\$ 10.54	300
1701	1701080	Hem Csf Cell Ct	89050	\$ 28.06	305
1701	1701081	Hem Csf Diff (Cc With Diff)	89051	\$ 29.81	305
1701	1701082	Hem Venip In/Pt	36415	\$ 13.20	305
1701	1701083	Hem Rbc Frag Qnt Inc	85557	\$ 63.78	300
1701	1701086	Hem Abnormal Smear	85060	\$ 46.20	300
1701	1701087	Hem Bld Hgb A2	83021	\$ 64.88	300
1701	1701088	Hem Bld Fetal Hgb F	83033	\$ 50.84	300
1701	1701089	Hem Bld Hgb Elect	83020	\$ 94.68	300
1701	1701090	Hem Bld Ac Hgb Elect	83020	\$ 71.89	300
1701	1701091	Hem Se Cryoglobln	82595	\$ 68.38	300
1701	1701092	Hem Ur Urlnalysis Man & Micro	81000	\$ 36.83	300
1701	1701093	Hem Ur Ph	81002	\$ 12.28	300
1701	1701094	Hem Ur Sp Gravity	81002	\$ 12.28	300
1701	1701095	Hem Ur Blood	81002	\$ 12.28	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1701	1701096	Hem Ur Billirubin	81002	\$ 21.04	300
1701	1701097	Hem Ur Ketone	81002	\$ 19.28	300
1701	1701098	Hem Ur Urobilinogen	84578	\$ 21.04	300
1701	1701099	Hem Ur Glucose	81002	\$ 12.28	300
1701	1701100	Hem Ur Pro Sulfasal	84155	\$ 12.28	300
1701	1701101	Hem Ur Hemosiderin	83070	\$ 29.81	300
1701	1701102	Hem Ur Reducing Sub	81002	\$ 29.81	300
1701	1701103	Hem Ur Met Gran	81015	\$ 24.55	300
1701	1701104	Hem Ur Myoglobin	83874	\$ 54.35	300
1701	1701105	Hem Ur Porphyrin	84119	\$ 43.84	300
1701	1701106	Hem Ur Porphobilin	84106	\$ 43.84	300
1701	1701107	Hem Ur Melanin	83795	\$ 57.86	300
1701	1701108	Hem Ur Nitrite	81002	\$ 12.28	300
1701	1701109	Hem Ur Leukocyte	81002	\$ 12.28	300
1701	1701110	Hem Stl Red Subst	81002	\$ 29.81	300
1701	1701111	Hem Ur Fat Bodles Stain	89125	\$ 56.10	300
1701	1701112	Hem Stl Trypsin	84488	\$ 57.86	300
1701	1701113	Hem Stl Ph	83986	\$ 29.81	300
1701	1701114	Hem Hsub Sub Culture	87070	\$ 26.40	306
1701	1701115	Sphem Leuk Acc Phos	88319	\$ 218.00	310
1701	1701116	Sphem Chlo Est Stain	88319	\$ 218.00	310
1701	1701117	Sphem A-Naphyl Stain	88319	\$ 218.00	310
1701	1701118	Hem Per Sm Scan	85008	\$ 12.28	305
1701	1701119	Hem Rdw/Mpv Coult	85029	\$ -	300
1701	1701120	Hem Joint Crystal Id	89060	\$ 24.55	300
1701	1701121	Hem D-Dimer	85378	\$ 26.29	300
1701	1701122	Hem Alpha2 Antiplasm	85410	\$ 26.29	300
1701	1701123	Hem Prot C Functnal	85303	\$ 45.59	300
1701	1701124	Hem Prot C Antigen	85302	\$ 42.08	300
1701	1701125	Hem Prot S Functnal	85306	\$ 45.59	300
1701	1701126	Hem Prot S Antigen	85305	\$ 40.33	300
1701	1701127	Hem Bleeding Time	85002	\$ 15.79	300
1701	1701128	Hem Factor VIII Ag	85244	\$ 46.20	300
1701	1701129	Hem Plat Neutralzation	85597	\$ 30.49	300
1701	1701130	Hem Heparin Assay	85520	\$ 38.65	300
1701	1701131	Hem Factor VIII Half Life	85240	\$ 88.58	300
1701	1701132	Hem Corrected Wbc		\$ 7.55	300
1701	1701133	Hem Cbc/Diff Auto	85025	\$ 36.83	305
1701	1701134	Hem Rbc Frag Uninc	85555	\$ 130.68	300
1701	1701135	Hem Rbc Frag Inc	85557	\$ 130.68	300
1701	1701136	Hem Urine Analysis	81003	\$ 36.83	300
1701	1701137	Hem Ur Anal/Micro	81001	\$ 44.74	300
1701	1701138	Hem Retic Automated	85045	\$ 10.45	300
1701	1701139	Hem Se Ketone	82009	\$ 26.40	300
1701	1701140	Hem D-Dimer Quant	85379	\$ 33.00	300
1701	1701141	Hem Ur Eosinophics	87205	\$ 13.20	300
1701	1701142	Poct Hemoglobin	85018	\$ 14.40	305
1701	1701143	Serum Ketone Titer	82010	\$ 284.40	300
1701	1701144	Hem Urine Microscopic	81015	\$ 36.83	300
1701	1701999	Hem Custom Test	85999	\$ -	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702100	Chem Gast Ph	83986	\$ 24.55	300
1702	1702101	Chem Gast Free Hcl	82928	\$ 24.55	300
1702	1702102	Chem Gast Tot Acid	82928	\$ 24.55	300
1702	1702103	Chem Gast Occ Blood	82273	\$ 36.83	300
1702	1702104	Chem Gast Sodlum	84302	\$ 29.81	300
1702	1702105	Chem Gast Potassium	84133	\$ 29.81	300
1702	1702106	Chem Gast Chloride	82438	\$ 29.81	300
1702	1702107	Chem Stl Occ Blood	82270	\$ 36.83	300
1702	1702108	Chem Stl Reduc Subs	81005	\$ 29.81	300
1702	1702109	Chem Stl Fat Bodies	82705	\$ 29.81	300
1702	1702110	Chem Stl Lipids	82705	\$ 43.84	300
1702	1702111	Chem Stl Ph	83986	\$ 29.81	300
1702	1702112	Chem Stl Urobilinogn	84577	\$ 63.12	300
1702	1702113	Chem Stl Trypsin	84488	\$ 57.86	300
1702	1702114	Chem Csf Glucose	82945	\$ 38.58	301
1702	1702115	Chem Csf Protein	84155	\$ 38.58	300
1702	1702116	Chem Csf Ldh	83615	\$ 31.56	300
1702	1702117	Chem Csf Sgot	84450	\$ 36.83	300
1702	1702118	Chem Csf Sgpt	84460	\$ 36.83	300
1702	1702119	Chem Csf Ph	83986	\$ 14.03	300
1702	1702120	Chem Csf Spec Grav	84315	\$ 12.28	300
1702	1702121	Chem Csf Sodium	84302	\$ 29.81	300
1702	1702122	Chem Csf Potassium	84133	\$ 29.81	300
1702	1702123	Chem Se Profile1-6	80006	\$ 40.33	300
1702	1702124	Chem Se Profile1-A&F	80006	\$ 31.56	300
1702	1702125	Chem Se Chlrd-S Chem	82435	\$ 22.80	300
1702	1702126	Chem Se Chloride-A	82435	\$ 22.80	300
1702	1702127	Chem Se Chloride-Man	82435	\$ 22.80	300
1702	1702128	Chem Se Co2-Smac	82374	\$ 22.80	300
1702	1702129	Chem Se Co2-Aca	82374	\$ 22.80	300
1702	1702130	Chem Se Co2-Kodak	82374	\$ 22.80	300
1702	1702131	Chem Se Potass-Smac	84132	\$ 24.55	300
1702	1702132	Chem Se Potass-Flame	84132	\$ 24.55	300
1702	1702133	Chem Se Sodium-Smac	84295	\$ 24.55	300
1702	1702134	Chem Se Sodium-Flame	84295	\$ 24.55	300
1702	1702135	Chem Se Urea N-Smac	84520	\$ 21.04	301
1702	1702136	Chem Se Urea N-Aca	84520	\$ 21.04	301
1702	1702137	Chem Se Glucose-Smac	82947	\$ 21.04	301
1702	1702138	Chem Se Glucose-Aca	82947	\$ 21.04	301
1702	1702140	Chem Se Totprot-Smac	84155	\$ 29.81	300
1702	1702141	Chem Se Totprot-Aca	84155	\$ 29.81	300
1702	1702142	Chem Se Totprot-Man	84160	\$ 29.81	300
1702	1702143	Chem Se Albumin-Smac	82040	\$ 24.55	300
1702	1702144	Chem Se Albumin-Aca	82040	\$ 24.55	300
1702	1702145	Chem Se Albumin-Man	82040	\$ 24.55	300
1702	1702146	Chem Se Calcium-Smac	82310	\$ 26.29	300
1702	1702147	Chem Se Calcium-Aca	82310	\$ 26.29	300
1702	1702148	Chem Se Calcium-Man	82310	\$ 26.29	300
1702	1702150	Chem Se Inorg Phos-S	84100	\$ 24.55	301
1702	1702151	Chem Se Inorg Phos-A	84100	\$ 24.55	301

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702152	Chem Se Inorg Phos-M	84100	\$ 24.55	301
1702	1702153	Chem Se Uric Acd-Smc	84550	\$ 21.04	300
1702	1702154	Chem Se Uric Acd-Aca	84550	\$ 22.80	300
1702	1702155	Chem Se CreatInne-S	82565	\$ 26.29	301
1702	1702156	Chem Se CreatInne-A	82565	\$ 26.29	301
1702	1702157	Chem Se Alk Phos-Smc	84075	\$ 29.81	300
1702	1702158	Chem Se Alk Phos-Aca	84075	\$ 29.81	300
1702	1702161	Chem Se Sgot-Smac	84450	\$ 26.29	300
1702	1702162	Chem Se Sgot-Aca	84450	\$ 26.29	300
1702	1702163	Chem Se Sgpt-Smac	84460	\$ 29.81	300
1702	1702164	Chem Se Sgpt-Aca	84460	\$ 29.81	300
1702	1702165	Chem Se Ldh-Smac	83615	\$ 31.56	300
1702	1702166	Chem Se Ldh-Aca	83615	\$ 31.56	300
1702	1702169	Chem Se Cpk -Smac	82550	\$ 35.08	301
1702	1702170	Chem Se Cpk -Aca	82550	\$ 35.08	301
1702	1702171	Chem Se Cholesterol-S	82465	\$ 21.04	300
1702	1702172	Chem Se Cholesterol-A	82465	\$ 21.04	300
1702	1702173	Chem Se Triglycrds-S	84478	\$ 31.56	300
1702	1702174	Chem Se Triglycrds-A	84478	\$ 31.56	300
1702	1702175	Chem Se Tot Bill-Smc	82247	\$ 24.55	300
1702	1702176	Chem Se Tot Bill-Aca	82247	\$ 24.55	300
1702	1702177	Chem Se Tot Bill-Man	82247	\$ 24.55	300
1702	1702179	Chem Se Dir Bill-Aca	82248	\$ 24.55	300
1702	1702180	Chem Se Dir Bill-Man	82248	\$ 24.55	300
1702	1702182	Chem Se Amylase	82150	\$ 50.84	301
1702	1702183	Chem Se Lipase Neph	83690	\$ 43.84	300
1702	1702184	Chem Se Lithium - Aa	80178	\$ 49.09	300
1702	1702185	Chem Se Salicylate	80196	\$ 31.56	300
1702	1702186	Chem Se Carotene	82380	\$ 50.84	300
1702	1702187	Chem Se Amonia	82140	\$ 75.38	300
1702	1702188	Chem Se Osmolality	83930	\$ 70.13	300
1702	1702189	Chem Se Iron Qnt	83540	\$ 38.58	300
1702	1702190	Chem Se Tlbc	83550	\$ 57.86	301
1702	1702191	Chem Se Pyruvate	84210	\$ 56.10	300
1702	1702192	Chem Se Magnesium	83735	\$ 61.37	301
1702	1702193	Chem Se Acid Phos	84060	\$ 75.38	300
1702	1702194	Chem Se H S Acid Phos	84060	\$ 57.86	300
1702	1702195	Chem Se Ethanol	82055	\$ 38.58	300
1702	1702196	Chem Se Lactic Acid	83605	\$ 57.86	300
1702	1702197	Chem Se Digoxin	80162	\$ 75.38	300
1702	1702198	Chem Se Mysoline	80188	\$ 75.38	300
1702	1702199	Chem Se Phenobarb	80184	\$ 56.10	300
1702	1702200	Chem Se Dilantin	80185	\$ 68.38	300
1702	1702201	Chem Se Copper	82525	\$ 61.37	300
1702	1702205	Chem Se Prof Renal	80048	\$ 61.37	301
1702	1702212	Chem Se Insulln Test	83525	\$ 184.10	300
1702	1702213	Chem Se B 12	82607	\$ 196.37	300
1702	1702214	Chem Se Folate	82746	\$ 75.38	300
1702	1702215	Chem Se T 3-Rla	84480	\$ 89.41	300
1702	1702216	Chem Se T 4	84436	\$ 57.86	300

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Dept Code	Charge Code	Charge Description	GPT Code	Charge	Rev Code
1702	1702217	Chem Se Aldolase	82085	\$ 52.61	300
1702	1702218	Chem Se Gastrin	82941	\$ 82.40	300
1702	1702219	Chem Se Anti-Dna (S)	86226	\$ 135.01	300
1702	1702220	Chem Se 5-Nucleotdse	83915	\$ 56.10	300
1702	1702222	Chem Ur Aldosterone	82088	\$ 199.88	300
1702	1702223	Chem Se 2,3 Dpg	84999	\$ 43.84	300
1702	1702224	Chem Plas Cortisol	82533	\$ 289.30	300
1702	1702225	Chem Se Fsh	83001	\$ 96.43	300
1702	1702226	Chem Se Lh	83002	\$ 98.18	300
1702	1702227	Chem Se Parathormone	83970	\$ 255.98	300
1702	1702228	Chem Se Tsh	84443	\$ 87.67	300
1702	1702229	Chem Se Vitamin D	82307	\$ 145.51	300
1702	1702230	Chem Plas Renin	84244	\$ 113.96	300
1702	1702231	Chem Plas Progesteron	84144	\$ 96.43	300
1702	1702232	Chem Ur Vma	84585	\$ 87.67	300
1702	1702233	Chem Ur 17 Ketoster	83586	\$ 35.08	300
1702	1702234	Chem Se Estriol	82677	\$ 138.50	300
1702	1702235	Chem Tissu Estro Rec	84233	\$ 133.26	300
1702	1702236	Chem Tissu Progst Rc	84234	\$ 275.27	300
1702	1702237	Chem Se Testosterone	84403	\$ 289.30	300
1702	1702238	Chem Se Grwth Hormne	83003	\$ 133.26	300
1702	1702239	Chem Se Acth	82024	\$ 149.03	300
1702	1702240	Chem Se Amino Acids	82130	\$ 43.84	300
1702	1702241	Chem Se Anti Intrn F	86340	\$ 75.38	300
1702	1702242	Chem Se Arylsulfatas	84999	\$ 84.17	300
1702	1702243	Chem Ur Hcg Quant	84702	\$ 80.66	300
1702	1702245	Chem Se Cpk Isoenzym	82552	\$ 91.18	300
1702	1702246	Chem Ur Cyclic Amp	82030	\$ 133.26	300
1702	1702247	Chem Ur Cystine	82615	\$ 52.61	300
1702	1702248	Chem Ur D-Xylose	84620	\$ 40.33	300
1702	1702249	Chem Ur Epinephrine	84999	\$ 112.21	300
1702	1702250	Chem Se Erythropoiet	82668	\$ 92.93	300
1702	1702251	Chem Se Estadiol Ria	82670	\$ 133.26	300
1702	1702252	Chem Se Ferritin Ria	82728	\$ 71.89	301
1702	1702253	Chem Se Free Thyrox	84439	\$ 49.09	300
1702	1702255	Chem Ur Hva	83150	\$ 63.12	300
1702	1702256	Chem Se Hexosamindes	84999	\$ 80.66	300
1702	1702257	Chem Ur Kynereic Ac	84999	\$ 112.21	300
1702	1702258	Chem Se Lats	84445	\$ 343.64	300
1702	1702259	Chem Se Light Chains	84155	\$ 91.18	300
1702	1702260	Chem Pl Methemoglobn	83050	\$ 57.86	300
1702	1702261	Chem Se Zarontin	80168	\$ 84.17	300
1702	1702262	Chem Ur Pregnantriol	84138	\$ 112.21	300
1702	1702263	Chem Pl Pyruvkinase	84220	\$ 50.84	300
1702	1702264	Chem Se Tegritol	80156	\$ 50.84	300
1702	1702265	Chem Se Vitamin A	84590	\$ 70.13	300
1702	1702266	Chem Se Vitamin E	84446	\$ 71.89	300
1702	1702267	Chem Se Viscosity	85810	\$ 68.38	300
1702	1702268	Chem Ur Xanthurentic	81099	\$ 113.96	300
1702	1702269	Chem Se Zinc	84630	\$ 42.08	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702270	Chem Se T3 Uptake	84479	\$ 43.84	300
1702	1702271	Chem Bld Hla B 27	86812	\$ 129.76	300
1702	1702272	Chem Bdy Fl Ph	83986	\$ 14.03	300
1702	1702273	Chem Bdy Fl Sp Grav	84315	\$ 12.28	300
1702	1702274	Chem Bdy Fl Protein	84155	\$ 29.81	300
1702	1702275	Chem Bdy Fl Sodium	84302	\$ 29.81	300
1702	1702276	Chem Bdy Fl Potass	84133	\$ 29.81	300
1702	1702277	Chem Bdy Fl Chloride	82438	\$ 29.81	300
1702	1702278	Chem Bdy Fl Urate	84560	\$ 29.81	300
1702	1702279	Chem Bdy Fl Ldh	83615	\$ 29.81	300
1702	1702280	Chem Bdy Fl Sgot	84450	\$ 29.81	300
1702	1702281	Chem Bdy Fl Glucose	82945	\$ 29.81	301
1702	1702282	Chem Bdy Fl Amylase	82150	\$ 36.83	301
1702	1702283	Chem Amn F L/S Ratio	83661	\$ 106.96	300
1702	1702284	Chem Amn F Opt Dens	82143	\$ 54.35	300
1702	1702285	Chem Amn F Creatnne	82570	\$ 29.81	300
1702	1702286	Chem Amn F Uric Acid	84560	\$ 29.81	300
1702	1702287	Chem Ur Porphbilnogn	84106	\$ 43.84	300
1702	1702288	Chem Ur Brnce-Jn Prot	84160	\$ 36.83	300
1702	1702289	Chem Ur Catechl Frac	82384	\$ 64.88	300
1702	1702290	Chem Ur Metanephriine	83835	\$ 145.51	300
1702	1702291	Chem Ur Bile	81002	\$ 21.04	300
1702	1702292	Chem Ur Urobilinogen	84578	\$ 21.04	300
1702	1702294	Chem Ur Lipase	83690	\$ 43.84	300
1702	1702295	Chem Ur Creat Quant	82570	\$ 38.58	300
1702	1702296	Chem Ur Uroporphrins	84120	\$ 64.88	300
1702	1702297	Chem Ur Corporphrins	84120	\$ 64.88	300
1702	1702298	Chem Ur Melanin	83795	\$ 57.86	300
1702	1702299	Chem Ur Shlaa	83497	\$ 64.88	300
1702	1702300	Chem Ur Copper	82525	\$ 61.37	300
1702	1702301	Chem Ur Hemosiderln	83070	\$ 29.81	300
1702	1702302	Chem Ur Myoglobin	83874	\$ 54.35	300
1702	1702303	Chem Ur Serotonin	84260	\$ 64.88	300
1702	1702304	Chem Ur Reduc Subst	81005	\$ 78.90	300
1702	1702305	Chem Stone Analysis	82370	\$ 49.09	300
1702	1702306	Chem Ur Oxalate	83945	\$ 42.08	300
1702	1702307	Chem Ur Zinc	84630	\$ 52.61	300
1702	1702308	Chem Ur Protein-Quan	84155	\$ 38.58	300
1702	1702309	Chem Ur Sodium	84300	\$ 38.58	300
1702	1702310	Chem Ur Potassium	84133	\$ 29.81	300
1702	1702311	Chem Ur Chloride	82436	\$ 40.33	300
1702	1702312	Chem Ur Calcium Aa	82340	\$ 36.83	300
1702	1702313	Chem Ur Phosphorus	84105	\$ 29.81	300
1702	1702314	Chem Ur Uric Acid	84560	\$ 29.81	300
1702	1702315	Chem Ur Amylse Quant	82150	\$ 36.83	301
1702	1702316	Chem Ur Urea Nitrogn	84540	\$ 29.81	300
1702	1702317	Chem Ur Osmolal 24hr	83935	\$ 49.09	300
1702	1702318	Chem Ur Routne Urine	81000	\$ 36.83	300
1702	1702319	Chem Ur Acetone-Qual	82009	\$ 19.28	300
1702	1702320	Chem Ur Glucose-Qual	81002	\$ 12.28	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702321	Chem Ur Protein-Qual	81002	\$ 12.28	300
1702	1702322	Chem Ur Occult Bld	81002	\$ 12.28	300
1702	1702323	Chem Ur Spec Grav	81002	\$ 12.28	300
1702	1702324	Chem Blood Gases	82803	\$ 101.69	300
1702	1702325	Chem Se Theophyllin	80198	\$ 68.38	300
1702	1702326	Chem Se Myoglobin	83874	\$ 45.59	300
1702	1702327	Chem Ur Magnesium	83735	\$ 43.84	301
1702	1702328	Chem Ur Metach Gran	84999	\$ 24.55	300
1702	1702329	Chem Ur Ldh	83615	\$ 31.56	300
1702	1702330	Chem Ur Citrate	82507	\$ 184.10	300
1702	1702331	Chem Ur Bicarb	82374	\$ 26.29	300
1702	1702332	Chem Ur Hydroxproln	83505	\$ 145.51	300
1702	1702333	Chem Ur Mucopolysach	83864	\$ 80.66	300
1702	1702334	Chem Ur Amino Acid	82128	\$ 63.12	300
1702	1702335	Chem Ur Amin Ac Frac	82130	\$ 387.49	300
1702	1702336	Chem Ur Ph	81002	\$ 12.28	300
1702	1702337	Chem Ur 17 Hydroxstd	83491	\$ 89.41	300
1702	1702338	Chem Se Vitamin C	82180	\$ 36.83	300
1702	1702339	Chem Se Insulin Ab	86337	\$ 106.96	300
1702	1702340	Chem Se Gentamicin	80170	\$ 84.17	300
1702	1702341	Chem Se Ggtp	82977	\$ 35.08	300
1702	1702342	Chem Se Histamine	83088	\$ 145.51	300
1702	1702343	Chem Se Lead	83655	\$ 56.10	300
1702	1702344	Chem Se Ionized Ca	82330	\$ 50.84	300
1702	1702345	Chem Se Acetaminophn	82003	\$ 84.17	300
1702	1702346	Chem Se Cpk Iso Hist	82552	\$ 52.61	300
1702	1702347	Chem Se Amino Acid	82128	\$ 63.12	300
1702	1702348	Chem Se Prolactin	84146	\$ 99.94	300
1702	1702349	Chem Se Methemalbumi	83857	\$ 33.30	300
1702	1702350	Chem Se Phenylalanin	84030	\$ 29.81	300
1702	1702351	Chem Se Btasub U Hcg	84702	\$ 112.21	300
1702	1702352	Chem Se Amin Ac Frac	82130	\$ 387.49	300
1702	1702353	Chem Urine Me Amphet	80101	\$ 80.66	300
1702	1702354	Chem Urine Me Barbit	80101	\$ 80.66	300
1702	1702355	Chem Urine Me Hyp Sc	80101	\$ 71.89	300
1702	1702356	Chem Urine Me Nac Rb	80101	\$ 80.66	300
1702	1702357	Chem Urine Me Phenoz	80101	\$ 80.66	300
1702	1702358	Chem Urine Me Salicy	80196	\$ 57.86	300
1702	1702359	Chem Urine Me Hm Rt	83015	\$ 96.43	300
1702	1702360	Chem Ur Me Gen Scrng	80100	\$ 135.01	300
1702	1702361	Chem Bld Me Carb Mon	82375	\$ 63.12	300
1702	1702362	Chem Bld Me Barbitur	82205	\$ 68.38	300
1702	1702363	Chem Bld Me Ethanol	82055	\$ 68.38	300
1702	1702364	Chem Bld Me Mtl's Asv	80100	\$ 80.66	300
1702	1702365	Chem Bld Me Hv Mt Aa	80100	\$ 106.96	300
1702	1702366	Chem Bld Me Hypn Son	80100	\$ 80.66	300
1702	1702367	Chem Bld Me Narc+rb	80100	\$ 68.38	300
1702	1702368	Chem Bld Me Othr Vol	84600	\$ 68.38	300
1702	1702369	Chem Bld Me Phenothi	82486	\$ 92.93	300
1702	1702370	Chem Bld Me Salicylt	80196	\$ 57.86	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702371	Chem Bld Me Drug Scn	80100	\$ 152.54	300
1702	1702372	Chem Se Depekane	80164	\$ 68.38	300
1702	1702373	Chem Ur Norepinephrn	82382	\$ 64.88	300
1702	1702374	Chem Se Lap	83670	\$ 26.29	300
1702	1702375	Chem Blood Gases W/O2 Saturatn	82805	\$ 105.60	300
1702	1702376	Chem Se Quinidine	80194	\$ 77.14	300
1702	1702377	Chem Se Androstendin	82157	\$ 289.30	300
1702	1702380	Chem Se Ldh Isoenzym	83625	\$ 45.59	300
1702	1702381	Chem Hair Zinc	84630	\$ 52.61	300
1702	1702382	Chem Ur Lead	83655	\$ 63.12	300
1702	1702384	Chem Bld A1c Hgb	83036	\$ 50.84	301
1702	1702385	Chem Ur Fat Bodles	89125	\$ 56.10	300
1702	1702386	Chem Bdy Fl Osmol	83935	\$ 49.09	300
1702	1702387	Chem Ur Porphyrin	84120	\$ 43.84	300
1702	1702388	Chem Ur 17 Kgs	83582	\$ 68.38	300
1702	1702389	Chem Se Gluc Aa2	82947	\$ 21.04	301
1702	1702391	Chem Ur Glucse Quant	82945	\$ 17.54	301
1702	1702392	Blood Gases W/O2 Saturation	82805	\$ 105.60	300
1702	1702398	Chem Aca Cobalt	84999	\$ -	300
1702	1702399	Chem Aca H2O	84999	\$ -	300
1702	1702400	Chem Bld Hgb Electro	83020	\$ 94.68	300
1702	1702410	Chem Se Cryoglobln	82595	\$ 68.38	300
1702	1702412	Chem Se Transferrin	84466	\$ 68.38	300
1702	1702413	Chem Se Ceruloplsmn	82390	\$ 29.81	300
1702	1702416	Chem Bdy Fl Electro	82664	\$ 112.21	300
1702	1702417	Chem Bdy Fl Imglob-1	82787	\$ 68.38	300
1702	1702418	Chem Bdy Fl Imglob-2	82787	\$ 68.38	300
1702	1702419	Chem Bdy Fl Imglob-3	82787	\$ 68.38	300
1702	1702420	Chem Bdy Fl Imglob-4	82787	\$ 112.21	300
1702	1702421	Chem Bdy Fl Ige	86003	\$ 64.88	300
1702	1702422	Chem Bdy Fl C3 Comp	86160	\$ 45.59	300
1702	1702423	Chem Alk Denat Hgb	83030	\$ 59.63	300
1702	1702424	Chem Urinalysis,Auto,W/O Scope	81003	\$ 36.83	300
1702	1702425	Chem Csf Igm	82784	\$ 68.38	300
1702	1702427	Chem Citrate Agar	82507	\$ 184.10	300
1702	1702429	Chem Se Profile1 Kod	80006	\$ 42.08	300
1702	1702430	Chem Se Chloride Ast	82435	\$ 22.80	300
1702	1702431	Chem Se Co2 - Ast	82374	\$ 22.80	300
1702	1702432	Chem Se Glucose Ast	82947	\$ 21.04	301
1702	1702433	Chem Se Potassm Ast	84132	\$ 24.55	300
1702	1702434	Chem Se Sodium - Ast	84295	\$ 24.55	300
1702	1702435	Chem Se Urea N - Ast	84520	\$ 21.04	301
1702	1702436	Chem Se Creatnne Ast	82565	\$ 26.29	301
1702	1702437	Chem Se Lithm Flame	80178	\$ 36.83	300
1702	1702438	Chem Se Iron - Aca	83540	\$ 35.08	301
1702	1702439	Chem Ur Iron - Aca	83540	\$ 35.08	301
1702	1702440	Chem Ur Clinitest	81002	\$ 17.54	300
1702	1702441	Chem Beckman Check	84999	\$ -	300
1702	1702442	Chem Ur Iron Qnt	83540	\$ 52.61	301
1702	1702443	Chem Hair Iron	83540	\$ 52.61	301

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702444	Chem Pl Lactate Aca	83605	\$ 57.86	300
1702	1702445	Chem Halr Copper	82525	\$ 61.37	300
1702	1702447	Chem Se Aldosterone	82088	\$ 199.88	300
1702	1702448	Chem Bdy Fl Clcm Aca	82310	\$ 29.81	300
1702	1702449	Chem Bdy Fl Calcn Sm	82310	\$ 29.81	300
1702	1702450	Chem Se Lipase Aca	83690	\$ 43.84	300
1702	1702452	Chem Csf Mye Bas Pro	83873	\$ 87.67	300
1702	1702454	Chem Se Amikacin	80150	\$ 96.43	300
1702	1702455	Chem Se Amebic Abs	86329	\$ 68.38	300
1702	1702457	Chem Se Pregnancy	84702	\$ 112.21	300
1702	1702458	Chem Se Ch50 Complm	86162	\$ 113.96	300
1702	1702460	Chem Se Ch100 Complm	86162	\$ 68.38	300
1702	1702461	Chem Se Cmv Hd	86644	\$ 35.08	300
1702	1702462	Chem Se Cmv/Rubel Hd	86644	\$ 35.08	300
1702	1702463	Chem Se C Peptide	84681	\$ 43.84	300
1702	1702464	Chem Se Measles Hd	86765	\$ 35.08	300
1702	1702465	Chem Se Mumps Hd	86735	\$ 35.08	300
1702	1702466	Chem Se Somtomedin C	84305	\$ 112.21	300
1702	1702467	Chem Se Tobramycin	80200	\$ 82.40	300
1702	1702468	Chem Pl Ant Dlur Hor	84588	\$ 175.33	300
1702	1702469	Chem Pl 11 Deoxycort	82634	\$ 247.22	300
1702	1702470	Chem Se Dhea Sulfate	82627	\$ 268.26	300
1702	1702471	Chem Pl Catechl Totl	82383	\$ 87.67	300
1702	1702472	Chem Se Herpes Hd	86694	\$ 35.08	300
1702	1702473	Chem Se 170h Progest	83498	\$ 289.30	300
1702	1702474	Chem Ur Cortsol Free	82530	\$ 289.30	300
1702	1702475	Chem Se Vancomycin	80202	\$ 73.64	300
1702	1702476	Chem Se Hbc Antbdy	86704	\$ 61.37	300
1702	1702477	Chem Se Hbs Antbdy	86706	\$ 56.10	300
1702	1702478	Chem Se Coxssackl Hd	86658	\$ 35.08	300
1702	1702479	Chem Amn F Afp S	82106	\$ 84.17	300
1702	1702480	Chem Se Al Fet Pro S	82105	\$ 84.17	300
1702	1702481	Chem Smac Checks	84999	\$	300
1702	1702482	Chem Amn F Chro Anal	88267	\$ 743.40	310
1702	1702483	Chem Tissu Era/Pra	84233	\$ 320.86	300
1702	1702484	Chem Ur Creat Rand	82570	\$ 29.81	300
1702	1702485	Chem Ur Amylase Rand	82150	\$ 36.83	301
1702	1702486	Chem Assay Of Prostaglandin	84150	\$ 66.00	300
1702	1702488	Chem Ur Osmolal Rand	83935	\$ 49.09	300
1702	1702489	Chem Se Anlon Gap	84999	\$	300
1702	1702490	Chem Bld Sickle I D	85660	\$ 14.03	300
1702	1702491	Chem Bld Hgb A2	83020	\$ 68.38	300
1702	1702492	Chem Ur Me Nw Bn Scn	80100	\$ 203.39	300
1702	1702493	Chem Urine Me Pcp	83992	\$ 122.74	300
1702	1702494	Chem Urine Me Thc	82489	\$ 80.66	300
1702	1702495	Chem Ur Oplate Rb	80101	\$ 57.86	300
1702	1702496	Chem Se Procalnamide	80190	\$ 87.67	300
1702	1702497	Chem Se N-Acetylproc	80192	\$ 87.67	300
1702	1702498	Chem Se Lidocaine	80176	\$ 87.67	300
1702	1702518	Chem Se Hrps/Rubl Hd	86694	\$ 35.08	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702519	Chem Se Rubella Hd	86762	\$ 35.08	300
1702	1702520	Chem Se Torch Tst Hd	80090	\$ 157.81	300
1702	1702881	Chem Se Hd Lipoprot	83718	\$ 42.08	300
1702	1702882	Chem Se Prof Hepatic	80058	\$ 22.80	300
1702	1702883	Chem Se Chem Panel	80019	\$ 129.76	300
1702	1702884	Chem Se Prof Lipid	80002	\$ 26.40	300
1702	1702885	Chem Se Prof Cardiac	82552	\$ 157.81	300
1702	1702886	Chem Se Hep A Antibd	86708	\$ 63.12	300
1702	1702887	Chem Bld Carb Monox	82375	\$ 63.12	300
1702	1702888	Chem Se Drug Screen	80101	\$ 64.88	300
1702	1702889	Chem Ur Drug Screen	80101	\$ 64.88	300
1702	1702890	Chem Ur Sod/Potass	80048	\$ 57.86	300
1702	1702891	Chem Se C-React Prot	86140	\$ 26.29	300
1702	1702892	Chem Se Cea	82378	\$ 117.47	300
1702	1702893	Chem Se Afp Tum Mark	82105	\$ 94.68	300
1702	1702894	Chem Se Pros Acid Phos	84066	\$ 33.30	300
1702	1702895	Chem Se Prost Spec Ag	G0103	\$ 63.12	300
1702	1702896	Chem Se Auto Dialysis Prof	82977	\$ 26.29	300
1702	1702897	Chem Se Electrolytes	80051	\$ 17.54	300
1702	1702898	Chem Se Lipid Profile	80061	\$ 47.34	301
1702	1702899	Chem Se Free Thyroid Index	80091	\$ 45.59	300
1702	1702900	Chem Se 50g Glu Challenge	82950	\$ 15.79	300
1702	1702901	Chem Se Glu Tolr Test 3 Spec	82951	\$ 45.59	300
1702	1702902	Chem Se Gtt Additional Spec	82952	\$ 8.76	300
1702	1702903	Chem Se Ck Isoforms	82554	\$ 26.40	300
1702	1702904	Chem Se Ph For Ca++	82800	\$ 29.81	300
1702	1702905	Chem Se Free Thyroid Index	80091	\$ 45.59	300
1702	1702906	Chem Se Ph	82800	\$ 29.81	300
1702	1702907	Chem Se O2hgb	85018	\$ -	300
1702	1702908	Chem Se Saturation O2	82810	\$ 29.81	300
1702	1702909	Chem Se Arterial Na K Cl	80051	\$ 17.54	300
1702	1702910	Chem Se Treponin T	84484	\$ 164.56	301
1702	1702911	Chem Se Pre Albumin	84134	\$ 15.70	300
1702	1702912	Chem Pt Peritoneal Equil Test	80003	\$ 14.99	300
1702	1702913	Glucose Point Of Care	82962	\$ 9.13	301
1702	1702914	Chem Myoglobin	83874	\$ 174.24	300
1702	1702915	Chem Hep B Core Igm Ab	86705	\$ 136.13	300
1702	1702916	Chem Se Prof Hepatic	80076	\$ 50.82	301
1702	1702917	Chem Se Comp Metabolic Panel	80053	\$ 94.38	301
1702	1702918	Chem Se Basic Metabolic Panel	80048	\$ 50.82	301
1702	1702919	Chem Viral Anti Body Screening	86703	\$ 72.00	300
1702	1702920	Chem Hbsag-Eia	87340	\$ 91.18	300
1702	1702921	Chem Hbsag-Conf	87340	\$ 54.35	300
1702	1702922	Chem Micro Albumin	82043	\$ 43.24	300
1702	1702923	Chem Helicobacter Pulo/lab	86677	\$ 101.64	300
1702	1702924	Chem Ur Urinalysis	81003	\$ 36.83	300
1702	1702925	Chem Ur Pregnancy	81025	\$ 40.33	300
1702	1702926	Hiv 1 Ag-Eia	87390	\$ 90.00	300
1702	1702927	Viral Ab 1&2 Screening - Eia	86703	\$ 72.00	300
1702	1702928	Chem Se Psa Diagnostic	84153	\$ 63.12	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1702	1702929	Poct Ucg			
1702	1702930	Csf Lactate	81025	\$ 40.80	300
1702	1702931	Whole Blood Chloride	83605	\$ 148.80	300
1702	1702932	Whole Blood Glucose	82435	\$ 22.80	300
1702	1702933	Whole Blood Potass.	82947	\$ 21.60	300
1702	1702934	Whole Blood Sodium	84132	\$ 25.20	300
1702	1702935	Anthbs	84302	\$ 29.81	300
1702	1702936	Hcv Screening	86706	\$ 56.40	300
1702	1702937	Total Anti Hbs Core	86803	\$ 146.40	300
1702	1702938	Resp. Dept. Abg	86704	\$ 138.00	300
1702	1702939	Resp Dept Venous Bld Gas	82803	\$ 98.40	300
1702	1702940	Venous Blood Gas (Chem)	82803	\$ 98.40	300
1702	1702941	Capillary Blood Gas (Chem)	82803	\$ 98.40	300
1702	1702942	Capillary Blood Gas (Resp)	82803	\$ 98.40	300
1702	1702943	Arterial Cord Blood Gas (Chem)	82803	\$ 98.40	300
1702	1702944	Arterial Cord Blood Gas (Resp)	82803	\$ 98.40	300
1702	1702945	Venous Cord Blood Gas (Chem)	82803	\$ 98.40	300
1702	1702946	Venous Cord Blood Gas (Resp)	82803	\$ 98.40	300
1702	1702947	Catscan Comp Metab Panel	82803	\$ 98.40	300
1702	1702948	Fetal Fibronectin	80053	\$ 94.38	300
1702	1702949	Scalp Ph (Resp)	82731	\$ 384.00	300
1702	1702950	Probnp (Natriuretic Peptide)	82800	\$ 29.81	300
1702	1702951	Chem Venous Wb Na,K,Cl	83880	\$ 214.08	300
1702	1702952	Urine Amphetamine/Metamph.	80051	\$ 17.54	300
1702	1702953	Urine Barbiturates	80101	\$ 171.34	300
1702	1702954	Urine Benzodiazepines	80101	\$ 171.34	300
1702	1702955	Urine Cannabinoids	80101	\$ 171.34	300
1702	1702956	Urine Cocaine	80101	\$ 171.34	300
1702	1702957	Urine Ethanol	80101	\$ 171.34	300
1702	1702958	Urine Methadone	80101	\$ 171.34	300
1702	1702959	Urine Opiates	80101	\$ 171.34	300
1702	1702960	Urine Phenylcyclidine(Pcp)	80101	\$ 171.34	300
1702	1702961	Hiv 1 Antibody Screen	80101	\$ 171.34	300
1702	1702999	Chem Custom Test	86701	\$ 48.00	300
1703	1703400	Im Se Afp Tum Mark	83970	\$	300
1703	1703401	Im Se Af Antitrypsin	82105	\$ 94.68	300
1703	1703402	Im Se Dbl Str Dna	82103	\$ 68.38	300
1703	1703403	Im Se Dbl Dna Titer	86225	\$ 135.01	300
1703	1703404	Im Se Anti Mito Ab	86256	\$ 68.38	300
1703	1703405	Im Se Anti Mitotiter	86255	\$ 56.10	300
1703	1703406	Im Se Fana	86256	\$ 68.38	300
1703	1703407	Im Se Fana Titer	86038	\$ 91.18	300
1703	1703408	Im Se Antismooth Mus	86039	\$ 68.38	300
1703	1703409	Im Se An/Sm Mus Titr	86255	\$ 56.10	300
1703	1703410	Im Se C3	86256	\$ 68.38	300
1703	1703411	Im Se C4	86160	\$ 78.90	300
1703	1703412	Im Se Ena Sm Rnp	86160	\$ 71.89	300
1703	1703413	Im Se Ena Ssa Ssb	86235	\$ 106.96	300
1703	1703414	Im Se Haptoglobin	86235	\$ 106.96	300
1703	1703415	Im Se Iga	83010	\$ 75.38	300
			82784	\$ 68.38	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1703	1703416	Im Se Igd	82784	\$ 68.38	300
1703	1703417	Im Se Ige	82785	\$ 73.64	300
1703	1703418	Im Se Igg	82784	\$ 68.38	300
1703	1703419	Im Se Igm	82784	\$ 68.38	300
1703	1703420	Im Se Low Igm	82784	\$ 68.38	300
1703	1703421	Im Se Electro	84165	\$ 75.38	300
1703	1703422	Im Ur Electro	84165	\$ 106.96	300
1703	1703423	Im Csf Electro	84165	\$ 113.96	300
1703	1703424	Im Immuno Electro	86327	\$ 117.47	300
1703	1703425	Im Immuno Flx	86334	\$ 117.47	300
1703	1703426	Im Bl Cell Sep'n	88180	\$	310
1703	1703427	Im Bl Total B Cell	88180	\$ 289.30	310
1703	1703428	Im Bl Total T Cell	88180	\$ 289.30	310
1703	1703429	Im Bl T4/T8 Ratio	86360	\$ 434.82	300
1703	1703430	Im Bl Nat. Kill Cell	88180	\$ 289.30	310
1703	1703431	Im Bl Calla	88180	\$ 289.30	310
1703	1703432	Im Bl Mono	88180	\$ 289.30	310
1703	1703433	Im Bl Immun Panel	88180	\$ 569.82	310
1703	1703434	Im Bl Ant. Stim	86353	\$ 289.30	300
1703	1703435	Im Bl Mit. Stim	86353	\$ 289.30	300
1703	1703436	Im Bl Chemotaxis	86155	\$ 289.30	300
1703	1703437	Im Se Cea	82378	\$ 117.47	300
1703	1703438	Im Csf Igg	82784	\$ 68.38	300
1703	1703439	Im Se Anti Pariet.	86255	\$ 56.10	300
1703	1703440	Im Se A. Par Titer	86256	\$ 68.38	300
1703	1703441	Im Se Rast	86003	\$ 57.86	300
1703	1703442	Im Bl Total T,B,H/S	88187	\$ 531.25	310
1703	1703443	Im Bl Leukemia Eval	88180	\$ 675.02	310
1703	1703444	Im Csf Oli Gam Ban	83916	\$ 96.43	300
1703	1703445	Im Se Igg/A/M	86329	\$ 115.73	300
1703	1703446	Im Bld Le Prep	86344	\$ 57.86	300
1703	1703449	Im Consult	86999	\$	300
1703	1703450	Im Se Anti Micro Ab	86376	\$ 101.69	300
1703	1703451	Im Se Anti Thyro Ab	86376	\$ 66.64	300
1703	1703452	Im Se Anti Micro Tit	86376	\$ 142.12	300
1703	1703453	Im Se Anti Thyro Tit	86800	\$ 92.93	300
1703	1703454	Im Se Lyme	86618	\$ 103.44	300
1703	1703455	Rheum Factor Nephlo	86431	\$ 19.28	300
1703	1703456	Im Se Lyme Ela	86618	\$ 103.44	300
1703	1703457	Im Aso Titer; Nephelomete	86060	\$ 35.08	300
1703	1703458	Im Se Rubella Igg	86762	\$ 35.08	300
1703	1703459	Im Se Lymph Node Flow	88180	\$ 235.22	310
1703	1703460	Im Measles	86765	\$ 103.44	300
1703	1703461	Im Mumps	86735	\$ 103.44	300
1703	1703462	Im Varicella Zoost	86787	\$ 103.44	300
1703	1703463	Im Toxoplasm	86777	\$ 103.44	300
1703	1703999	Im Custom Test	86999	\$	300
1704	1704500	Virgyl Hemagglut 1st	86280	\$ 35.08	300
1704	1704501	Virgyl Hemagglut Add	86280	\$ 35.08	300
1704	1704502	Virgyl Hemag/Inhib T	86280	\$ 35.08	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1704	1704503	Virigy Hemabsorbtlon Test	87253	\$ 70.13	300
1704	1704505	Virigy Polio T Mark	87250	\$ 113.96	300
1704	1704506	Virigy Rubella Test	86762	\$ 99.94	300
1704	1704507	Virigy Rubella Profl	86762	\$ 33.00	300
1704	1704509	Virigy Animal Innoc	87250	\$ 46.20	300
1704	1704510	Virigy Typing Neut Test	87253	\$ 70.13	300
1704	1704517	Virigy Viral Culture	87252	\$ 99.94	300
1704	1704521	Virigy Fluorescent Ab Test	86255	\$ 80.66	300
1704	1704522	Virigy Emer Tech Ser	87999	\$ 101.69	300
1704	1704527	Virigy Cytomeg Rsv	87252	\$ 40.33	300
1704	1704528	Virigy Her Sim Typ	86255	\$ 33.00	999
1704	1704529	Virigy Eliza Rotovirus Ag	87425	\$ 40.33	300
1704	1704530	Virigy Elisa-Chlamydia Test	87320	\$ 68.38	300
1704	1704531	Virigy C.Trachomatis Cult	87110	\$ 99.94	300
1704	1704532	Virigy Venipunct	G0001	\$ 13.20	305
1704	1704533	Virigy Spec Dencont	83520	\$ 26.40	300
1704	1704534	Virigy Improp Spec	83520	\$ 26.40	300
1704	1704535	Virigy Cult Confirm Fa Test	87140	\$ 46.20	300
1704	1704537	Virigy Media Prep	87176	\$	300
1704	1704539	Virigy Shell-Vlal/Fa Test	86255	\$ 52.61	300
1704	1704549	Virigy Ahst	87999	\$	300
1704	1704550	Virigy Rapid Influenza A Test	87400	\$ 80.66	300
1704	1704551	Virigy Cmv Early Antigen	87252	\$ 91.18	300
1704	1704552	Virigy Respiratory Culture	87252	\$ 91.18	300
1704	1704553	Virigy C.Pneumoniae Cult.	87110	\$ 39.60	300
1704	1704554	Virigy Viral Quant-Pcr	87536	\$ 363.00	300
1704	1704555	Virigy Ct Nat Testing	87491	\$ 81.60	300
1704	1704556	Virigy Gc Nat Testing	87591	\$ 81.60	300
1704	1704557	Virigy Ct/Gc Nat Testing	87801	\$ 122.40	300
1704	1704558	Virigy Hcv Confirmation	87521	\$ 81.60	300
1704	1704559	Virigy Gc Aptima Nat Assay	87591	\$ 81.60	300
1704	1704560	Virigy Ct Aptima Nat Assay	87491	\$ 81.60	300
1704	1704561	Rapid Influenza B	86710	\$ 80.66	300
1704	1704562	Hep C Virus Rna By Branch Dna	87522	\$ 351.38	300
1704	1704563	Mp-Hpv High Risk	87621	\$ 102.00	300
1704	1704564	Hep C Rna Qnt Rt Tme Pcr Reflex	87522	\$ 355.74	300
1704	1704565	Hep C Rna Qnt Real Time Pcr	87522	\$ 355.74	300
1704	1704566	Influenza A Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704567	Influenza B Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704568	Resp Syncytial Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704569	Parainfluenza 1 Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704570	Parainfluenza 2 Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704571	Parainfluenza 3 Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704572	Seasonal Flu A H1 Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704573	Seasonal Flu A H3 Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704574	2009 H1n1 Flu A Virus,Rt,Pcr	87798	\$ 394.80	300
1704	1704575	Human Metapneumovirus,Rt,Pcr	87798	\$ 394.80	300
1704	1704999	Virigy Custom Test	87999	\$	300
1705	1705550	Serigy Feb Ag/Pnl8-S	86000	\$ 70.13	300
1705	1705551	Serigy Feb Agglut-T	86000	\$ 49.09	300

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Dept. Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1705	1705552	Serlgy Inf Mono-S	86308	\$ 29.81	300
1705	1705553	Serlgy Aso Titer	86060	\$ 35.08	300
1705	1705554	Serlgy C-React Prot	86140	\$ 29.81	300
1705	1705555	Serlgy Cold Agglut	86156	\$ 43.84	300
1705	1705556	Serlgy Rheum Arth S	86430	\$ 24.55	300
1705	1705558	Serlgy Pregnancy T	84703	\$ 40.33	300
1705	1705560	Serlgy Fta-Abs Hd	86781	\$ 94.68	300
1705	1705561	Serlgy Csf Vorl	86592	\$ 22.80	300
1705	1705563	Serlgy Hlth Dpt Spec	86171	\$ 50.84	300
1705	1705564	Serlgy Toxoplas Hd	86777	\$ 70.13	300
1705	1705565	Serlgy Darkfield Exm	87164	\$ 57.86	300
1705	1705566	Serlgy Inf Mono T	86310	\$ 35.08	300
1705	1705567	Serlgy Rheum Arth T	86431	\$ 24.55	300
1705	1705578	Serlgy F Tlrensis-T	86000	\$ 49.09	300
1705	1705586	Serlgy Syphilis, Qualitative	86592	\$ 26.29	300
1705	1705587	Serlgy F Tularnsis-S	86000	\$ 42.08	300
1705	1705588	Serlgy Syph Fta-Abs	86781	\$ 94.68	300
1705	1705589	Serlgy Venip	G0001	\$ -	305
1705	1705594	Serlgy Cryptococc Ag	86403	\$ 68.38	300
1705	1705595	Serlgy C Difficile	87324	\$ 87.67	300
1705	1705596	Serlgy Rpr Titer	86593	\$ 14.52	300
1705	1705597	Serlgy Syphilis, Quantitative	86593	\$ 14.52	300
1705	1705598	Crypto Ag Titer-Csf	86406	\$ 48.00	300
1705	1705599	Crypto Ag Titer-Bld	86406	\$ 48.00	300
1705	1705999	Serlgy Custom Test	86999	\$ -	300
1706	1706600	Bact Ur Culture	87088	\$ 84.17	306
1706	1706601	Bact Sput Culture	87070	\$ 63.12	306
1706	1706602	Bact Bdy F Culture	87070	\$ 64.88	306
1706	1706605	Bact Stool Culture	87045	\$ 87.67	300
1706	1706606	Bact Csf Culture	87070	\$ 64.88	306
1706	1706607	Bact Throat/Nose Culture	87081	\$ 54.35	300
1706	1706608	Bact Bid Culture	87040	\$ 91.18	300
1706	1706610	Bact Gram Direct Sm	87205	\$ 40.33	300
1706	1706611	Bact Gc Culture	87070	\$ 64.88	306
1706	1706615	Bact K-B Senslvtvy T	87184	\$ 22.80	300
1706	1706616	Bact M/C Sens, Test	87186	\$ 22.80	306
1706	1706617	Bact Coagulase/Smear	87210	\$ 22.80	300
1706	1706618	Bact Serotyping	87147	\$ 13.20	300
1706	1706619	Bact Api Prof20e+s	87163	\$ -	300
1706	1706621	Bact Media Prep	87999	\$ -	300
1706	1706628	Bact Consults	87999	\$ -	300
1706	1706629	Bact Slnmla Sero	87147	\$ 24.55	300
1706	1706633	Bact Cult - 1	87070	\$ 64.88	306
1706	1706634	Bact Culture Bottles	87070	\$ 63.12	306
1706	1706635	Bact Cult - 3	87070	\$ 87.67	306
1706	1706636	Bact Cult - 4	87070	\$ 64.88	306
1706	1706637	Bact Cult - 5	87070	\$ 64.88	306
1706	1706638	Bact G/C Kit	87070	\$ 49.09	306
1706	1706639	Bact Schlicter	87999	\$ 50.84	300
1706	1706640	Bact Api Prof20a	87999	\$ -	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1706	1706641	Bact Wound Cult	87070	\$ 49.09	306
1706	1706643	Bact Ur Cath	P9612	\$ 138.60	300
1706	1706659	Bact Misc Cult / Sensitivity	87070	\$ 57.86	306
1706	1706660	Bact Csf Bact Antigens	86403	\$ 29.04	300
1706	1706661	Bact Urine Bact Antigens	86403	\$ 29.04	300
1706	1706662	Bact Urine Identification	87088	\$ 34.32	306
1706	1706663	Bact Urine Quant Col/Ct	87086	\$ 34.32	300
1706	1706664	Bact Definitv Ident, Anaerobic	87076	\$ 35.64	300
1706	1706665	Bact Definitv Ident, Aerobic	87077	\$ 35.64	300
1706	1706666	Bact Stool Cult, Addtnl Pathogn	87046	\$ 92.40	300
1706	1706667	Bact Ident By Nucleic Acid Prb	87149	\$ 46.20	300
1706	1706668	Org Id Isolate 1st	87077	\$ 36.00	300
1706	1706669	Org Id Isolate 2nd	87077	\$ 36.00	300
1706	1706670	Org Id Isolate 3rd	87077	\$ 36.00	300
1706	1706671	Org Id Isolate 4th	87077	\$ 36.00	300
1706	1706672	Org Id Isolate 5th	87077	\$ 36.00	300
1706	1706673	Trichrome Charge	88313	\$ 164.00	300
1706	1706674	Extra Plate And Id	87046	\$ 92.40	300
1706	1706999	Bact Custom Test	87999	\$ -	300
1707	1707640	Mycob Smear, Fluor	87206	\$ 24.55	300
1707	1707644	Mycob Tiss Fluor Stn	87206	\$ 13.20	300
1707	1707647	Mycob Sens Test	87184	\$ 22.80	300
1707	1707648	Mycob Media Prep	87999	\$ -	300
1707	1707649	Mycob Sub Cult	87999	\$ -	300
1707	1707655	Mycob Afb Culture	87116	\$ 61.37	300
1707	1707656	Mycob N/C Kinyn Stn	87206	\$ -	300
1707	1707657	Mycob Tbc Id Pnl4	87163	\$ -	300
1707	1707658	Mycob Oth Id Pnl16	87163	\$ -	300
1707	1707667	Mycob Dna Probe Test	87797	\$ 45.01	300
1707	1707668	Mycob Concentrat, Infect Agent	87015	\$ 92.40	300
1707	1707669	Mycob Definitive Identificatn	87118	\$ 33.00	300
1707	1707670	Mycob Ident By Nucleic Acid Prb	87149	\$ 52.80	300
1707	1707999	Mycob Custom Test	87117	\$ 26.40	300
1708	1708660	Mycol Dmx Gram	87205	\$ 29.81	300
1708	1708661	Mycol Cult Blood	87103	\$ 57.86	300
1708	1708664	Mycol Fluid Clt/Btl	87102	\$ 57.86	300
1708	1708667	Mycol 1	87101	\$ 57.86	300
1708	1708670	Mycol India Ink	87210	\$ 40.33	300
1708	1708671	Mycol Sub Cult	87999	\$ -	300
1708	1708675	Mycol 2	87102	\$ 57.86	300
1708	1708676	Mycol Apl Prof20c	87163	\$ -	300
1708	1708677	Mycol 4	87102	\$ 57.86	300
1708	1708678	Mycol 6	87102	\$ 57.86	300
1708	1708684	Mycol Gram Iso Mor	87205	\$ 13.20	300
1708	1708686	Mycol Yst Carbo Asm	87163	\$ -	300
1708	1708687	Mycol Lpcb/Koh Smr	87210	\$ 13.20	300
1708	1708688	Mycol Misc Cult/Sensitivity	87106	\$ 57.86	300
1708	1708689	Mycol Defintv Ident, Yeast Fung	87106	\$ 31.68	300
1708	1708999	Mycol Custom Test	87999	\$ -	300
1709	1709690	Parasit Intestinal	87177	\$ 61.37	300

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1709	1709691	Parasit Blood&Tissue	87207	\$ 43.84	300
1709	1709692	Parasit Semen Qual	89300	\$ 45.59	300
1709	1709693	Parasit Semen Quant	89320	\$ 115.73	300
1709	1709694	Parasit Arthropod Id	87168	\$ 57.86	300
1709	1709695	Parasit Stool Occ Bl	82270	\$ 17.54	300
1709	1709697	Parasit Pln Worm	87172	\$ 57.86	300
1709	1709698	Parasit Stain Trich	88312	\$ 205.00	310
1709	1709699	Parasit Stain Glemsa	87207	\$ 31.56	300
1709	1709700	Parasit Cryptospordm	87328	\$ 57.86	300
1709	1709701	Parasit N/C Glem	87207	\$ 13.20	300
1709	1709704	Parasit O/P Other Source	87177	\$ 57.86	300
1709	1709705	Parasit Arthropod/Worm Id	87177	\$ 57.86	300
1709	1709706	Parasit Concentrat Inf Agent	87015	\$ 92.40	300
1709	1709999	Parasit Custom Test	87210	\$ 13.20	300
1710	1710700	Cyto Smear Gyn	88164	\$ 31.56	311
1710	1710701	Cyto Smear Non Gyn	88104	\$ 123.00	311
1710	1710702	Cyto Smear Bdy Fl	88104	\$ 123.00	311
1710	1710703	Cyto Smear Other	88160	\$ 85.80	310
1710	1710704	Cyto Sex Chromath Ct	88130	\$ 77.14	310
1710	1710705	Cyto Membrane Filter	88107	\$ 99.00	310
1710	1710706	Cyto Cell Block Add	88305	\$ 212.00	311
1710	1710707	Cyto Matur Indx-Horm	88155	\$ 26.29	310
1710	1710708	Cyto Centrif Add	88108	\$ 150.00	311
1710	1710709	Cyto Cytopath, C/V, Manual	88150	\$ 26.40	310
1710	1710712	Cyto Case Review	88160	\$ 85.80	310
1710	1710721	Cyto Abn Smear Intpt	88141	\$ 83.00	310
1710	1710722	Cyto Fine Need Asp	88170	\$ 145.20	361
1710	1710723	Cyto Thin Prep	88142	\$ 96.00	310
1710	1710724	Cyto Thin Prep Rescreen	88143	\$ 114.00	310
1710	1710725	Cyto Thin Prep Md Review	88141	\$ 83.00	310
1710	1710726	Cyto Thin Prep - Hpv	87621	\$ 102.00	300
1710	1710999	Cyto Custom Test	88199	\$ 26.40	310
1711	1711750	Hlst Frozen Section	88331	\$ 102.00	310
1711	1711751	Hlst Bone Marrow	85097	\$ 129.76	300
1711	1711752	Hlst Surg 1-4	88305	\$ 212.00	310
1711	1711753	Hlst Add Block	88305	\$ 212.00	310
1711	1711754	Hlst Slide Cut-Unst	89399	\$ 39.60	999
1711	1711755	Hlst Surg 5-8	88304	\$ 472.00	300
1711	1711756	Hlst Surg 9+	88309	\$ 657.00	300
1711	1711757	Hlst P.M.Block +1 Sl	89399	\$ 39.60	999
1711	1711758	Hlst P.M. Add Slide	89399	\$ 39.60	999
1711	1711759	Hlst P.M. Slides Cut	89399	\$ 39.60	999
1711	1711760	Hlst Decalcification	88311	\$ 22.00	310
1711	1711761	Hlst Stains-Group 1	88312	\$ 205.00	310
1711	1711762	Hlst Stains-Group 2	88313	\$ 164.00	310
1711	1711763	Hlst Stains-Group 3	88319	\$ 218.00	310
1711	1711764	Hlst Stains-Group 4	88319	\$ 218.00	310
1711	1711767	Hlst Bone Marrow Aspiration	85095	\$ 132.00	361
1711	1711768	Cyto-Chem Antigen	88342	\$ 196.00	310
1711	1711769	Cyto-Chem Add Ag	88342	\$ 196.00	311

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Dept Code	Charge Code	Charge Description	GPT Code	Charge	Rev Code
1711	1711770	Cyto-Chem Add Block	88305	\$ 212.00	310
1711	1711776	Hlst Froz Sect Add	88332	\$ 35.00	310
1711	1711777	Hlst Surg Gross Exam	88300	\$ 72.00	310
1711	1711778	Hlst Gross/M/Id	88302	\$ 150.00	310
1711	1711779	Hlst Smallsurg Spec	88304	\$ 155.00	310
1711	1711780	Hlst Froz Sect/Gross	88329	\$ 79.20	310
1711	1711781	Bone Marrow Int Bpsv	88305	\$ 212.00	310
1711	1711999	Hlst Custom Test	89399	\$ 39.60	300
1712	1712054	Bl Bnk Spec Col-Vp	G0001	\$	305
1712	1712586	Bl Bnk Syph Rpr	86592	\$ 22.80	300
1712	1712800	Bl Bnk Type Abo+rh	86901	\$ 42.08	300
1712	1712801	Bl Bnk Phenotypes	86905	\$ 169.88	300
1712	1712802	Bl Bnk Oth Bl Gr Sy	86905	\$ 43.84	300
1712	1712803	Bl Bnk Compat Xmatch	86922	\$ 59.90	300
1712	1712804	Bl Bnk Direct Coombs	86880	\$ 35.08	300
1712	1712805	Bl Bnk Ind Cmbs Ast	86885	\$ 35.08	300
1712	1712806	Bl Bnk Antibody Id-8	86870	\$ 670.82	300
1712	1712807	Bl Bnk Isoantbdy Tit	86886	\$ 57.86	300
1712	1712808	Bl Bnk Hbsag-Rla	87340	\$ 91.18	309
1712	1712837	Bl Bnk Baby Allqut	86985	\$	300
1712	1712838	Bl Bnk Rbc Sedimen	86985	\$	300
1712	1712839	Bl Bnk Rbc Centrif	86985	\$	300
1712	1712845	Bl Bnk Antibdy Id-16	86870	\$ 670.82	390
1712	1712846	Bl Bnk Ab Cold Panel	86870	\$ 670.82	390
1712	1712848	Bl Bnk Plsmphrs	36520	\$ 2,532.00	390
1712	1712849	Bl Bnk Plsmphrs Addt	36520	\$ 2,640.00	390
1712	1712850	Bl Bnk Leukopheresis	36520	\$ 1,135.20	390
1712	1712852	Bl Bnk Frzn Rbc Unit	86930	\$	300
1712	1712853	Bl Bnk Deglyc Rbc	86931	\$	300
1712	1712854	Bl Bnk F F P Prep	86999	\$	390
1712	1712855	Bl Bnk Rec Hum Plas	86999	\$	390
1712	1712856	Bl Bnk Th Phlebotomy	99195	\$ 192.86	940
1712	1712857	Bl Bnk Trnsfus React	86078	\$ 79.20	300
1712	1712858	Bl Bnk Plas Xchng	36520	\$ 3,591.00	390
1712	1712859	Bl Bnk Washing Prbc	86999	\$ 36.83	390
1712	1712860	Bl Bnk Thawing Prbc	86931	\$ 101.69	300
1712	1712861	Bl Bnk Fetal Bl Scrn	86999	\$ 38.58	300
1712	1712866	Bl Bnk Ant Id Cold	86870	\$ 670.82	300
1712	1712867	Bl Bnk Ant Id Enz8	86971	\$ 670.82	300
1712	1712868	Bl Bnk Ant Id En16	86971	\$ 670.82	300
1712	1712869	Bl Bnk Ant Elution	86860	\$ 43.84	300
1712	1712871	Bl Bnk Ant Absorpt	86978	\$ 670.82	300
1712	1712872	Bl Bnk Drg Scr Pnl	86975	\$ 106.96	300
1712	1712873	Bl Bnk Hbsag Conf	87340	\$ 54.35	309
1712	1712874	Bl Bnk Nutrizd Pnl	86870	\$ 670.82	300
1712	1712878	Bl Bnk Abo Discrep	86870	\$ 670.82	300
1712	1712883	Bl Bnk Revtyp Scrdon	86900	\$ 29.81	300
1712	1712884	Bl Bnk Fortyp Donors	86900	\$ 29.81	300
1712	1712885	Bl Bnk Htlv Ili	86703	\$ 72.00	300
1712	1712886	Bl Bnk Diff Xmatch	86077	\$ 79.20	300

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1712	1712887	Bl Bnk Phys Authoriz	86079	\$ 79.20	300
1712	1712888	Bl Bnk Plybr lat	86850	\$ 31.56	300
1712	1712889	Bl Bnk Plybr Ant Id	86870	\$ 670.82	300
1712	1712890	Xchng Transf Newborn	36450	\$ 475.20	391
1712	1712891	Xchng Transf Other	36455	\$ 475.20	391
1712	1712892	Coumadin Monitoring	85610	\$ 175.33	300
1712	1712893	Rh Immune Globulin	85461	\$ 175.33	300
1712	1712894	Autotransf Whole Bld	86890	\$ 175.33	300
1712	1712896	Bl Bnk Xfusion Wbld	36430	\$ 475.20	391
1712	1712897	Bl Bnk Xfusion Pcell	36430	\$ 475.20	391
1712	1712898	Bl Bnk Xfusion Plts	36430	\$ 475.20	391
1712	1712899	Bl Bnk Xfusion Coagf	36430	\$ 475.20	391
1712	1712900	Bl Bnk Xfusion Other	36430	\$ 475.20	391
1712	1712901	Bl Bnk Xfusion Bldxp	36430	\$ 475.20	391
1712	1712902	Bl Bnk Xfusion Oth S	36430	\$ 475.20	391
1712	1712903	Bl Bnk Xfusion Plsma	36430	\$ 475.20	391
1712	1712904	Bl Bnk Xfusion Cryo	36430	\$ 475.20	391
1712	1712905	Bl Bnk Interopvt Blood Salvage	86891	\$ 1,566.00	300
1712	1712906	Perioperative Procedure	86891	\$ 2,472.00	300
1712	1712907	Perioperative Add'l Charge	86891	\$ 144.00	300
1712	1712908	Intraop Add'l Chargecancel Chg	86891	\$ 258.00	300
1712	1712909	Intraop Bld Salvage Cancel Chg	86891	\$ 102.00	300
1712	1712910	Bloodbank Abo	86900	\$ 29.81	300
1712	1712911	Bloodbank Rh	86901	\$ 42.08	300
1712	1712912	Immediate Spin Crossmatch	86920	\$ 101.69	300
1712	1712913	Thawing Ffp	86927	\$ 101.69	300
1712	1712914	Bloodbank Thawing	86931	\$ 101.69	300
1712	1712999	Bl Bnk Custom Test	86999	\$	390
1714	1714870	Elec Mic-Complete	88348	\$ 1,914.00	310
1714	1714874	Elec Mic Thck Sect	88348	\$ 1,914.00	310
1714	1714875	Elec Mic Thin Sect	88348	\$ 1,914.00	310
1714	1714878	Elec Mic Immun-Spec	88346	\$ 189.00	310
1714	1714883	Elec Mic-Prelim Prep	88348	\$ 1,914.00	310
1714	1714885	Elec Mic Add Stain	88313	\$ 164.00	310
1714	1714886	Elec Mic Add Sectns	88348	\$ 1,914.00	310
1714	1714887	Elec Mic Scn/Prp&Pro	88348	\$ 1,914.00	310
1714	1714891	Elec Mic Fa Addit	86255	\$	999
1714	1714892	Elec Mic Er Pr	88342	\$ 196.00	310
1714	1714894	Elec Mic Era	84233	\$ 201.64	999
1714	1714895	Elec Mic Pra	84234	\$ 236.69	999
1714	1714896	Elec Mic Feulgen Dna	88358	\$ 102.00	310
1714	1714897	Elec Mic Hpv 6 11	88365	\$ 331.00	310
1714	1714898	Elec Mic Hpv 16 18	88365	\$ 331.00	310
1714	1714899	Elec Mic Hpv 31 3335	88365	\$ 331.00	310
1714	1714900	Elec Mic Hpv Control	88365	\$ 331.00	310
1714	1714901	Elec Mic Immuno Ind	88347	\$ 113.00	310
1714	1714902	Elec Mic Hpv Comb	88365	\$ 331.00	310
1715	1715901	Cytogen Bld Chromosome	88262	\$ 634.69	310
1715	1715903	Cytogen Am Chr Y8801	88267	\$ 820.54	310
1715	1715904	Cytogen Bm Chr Y8802	88262	\$ 585.60	310

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1715	1715905	Cytogen Tls Chrmosme	88262	\$ 820.54	310
1715	1715906	Cytogen Oth Chrmosme	88262	\$ 820.54	310
1715	1715907	Cytogen Add Count	88285	\$ 39.60	310
1715	1715908	Cytogen Add Karotyp	88280	\$ 52.80	310
1715	1715909	Cytogen Amn Addstain	88299	\$ -	310
1715	1715910	Cytogen Bm Add Stain	88299	\$ -	310
1715	1715911	Cytogen Bld Addstain	88299	\$ -	310
1715	1715912	Cytogen Tls Addstain	88299	\$ -	310
1715	1715914	Cytogen Oth Addstain	88299	\$ -	310
1715	1715920	Cytogen Tiss Clt Bld	88230	\$ 217.80	310
1715	1715921	Cytogen Tiss Clt Skn	88233	\$ 264.00	310
1715	1715922	Cytogen Tiss Clt Amn	88235	\$ 277.20	310
1715	1715923	Cytogen Tiss Clt Bm	88237	\$ 264.00	310
1715	1715924	Cytogen Fragile X	88248	\$ 703.07	310
1715	1715925	Cytogen Hlgh Resolut	88289	\$ 119.22	310
1716	1716001	B/P Cryoprpc P/F	P9012	\$ 129.24	390
1716	1716002	B/P Frsh Frz Pls P/F	P9017	\$ 154.20	390
1716	1716003	B/P Gam Glob 2ml P/F	J1470	\$ 89.34	636
1716	1716004	B/P Gam Glob 10ml Pf	J1550	\$ 196.08	636
1716	1716009	B/P Fctr 8 275u Pf	J7190	\$ 330.00	636
1716	1716010	B/P Fctr 8 550u Pf	J7190	\$ 660.00	636
1716	1716011	B/P Koate 750u P/F	J7190	\$ 900.00	636
1716	1716012	B/P Fctr 8 1100u Pf	J7190	\$ 1,320.00	636
1716	1716013	B/P Koate 1400u P/F	J7190	\$ 1,680.00	636
1716	1716016	B/P Plsm Pr 250 P/F	P9048	\$ 99.07	390
1716	1716017	B/P Plsm Pr 500 P/F	P9048	\$ 252.48	390
1716	1716018	B/P Platlt Conc P/F	P9019	\$ 344.04	390
1716	1716022	B/P Fctr 9 500u P/F	J7194	\$ 660.00	636
1716	1716023	B/P Red Bl Cells P/F	P9021	\$ 382.32	390
1716	1716024	B/P Rh Imm Globab Pf	J2788	\$ 93.60	636
1716	1716025	B/P Rh Imm Globln Pf	J2790	\$ 211.38	636
1716	1716026	B/P Srm Alb 20 25%pf	P9046	\$ 78.90	390
1716	1716027	B/P Sr Alb 50 25%pf	P9047	\$ 158.40	390
1716	1716028	B/P Sr Alb 100 25%pf	Q0157	\$ 315.60	390
1716	1716029	B/P Sr Alb 250 5% Pf	P9045	\$ 157.81	390
1716	1716030	B/P Sr Alb 500 5% Pf	Q0156	\$ 315.60	390
1716	1716033	B/P Whole Blood P/F	P9010	\$ 387.49	390
1716	1716034	B/P Hepb I Glb 5mlpf	J1500	\$ 658.50	636
1716	1716035	B/P Allquot	86985	\$ 191.16	300
1716	1716036	B/P Plateltphrsis Pf	P9034	\$ 1,211.17	390
1716	1716038	B/P Fctr 9 1000u P/F	J7194	\$ 1,200.00	636
1716	1716039	B/P Hepb I Glb 1mlpf	J1460	\$ 166.80	636
1716	1716041	B/P Rbc Reduced Leukocyte	P9016	\$ 439.08	390
1716	1716043	B/P Im Globlv 3gm	J1561	\$ 208.64	636
1716	1716044	B/P Im Globlv 6gm	J1561	\$ 447.08	636
1716	1716045	B/P Plsm Pr 50 P/F	P9043	\$ 50.84	390
1716	1716046	B/P Autologous Fee	86890	\$ 178.20	300
1716	1716047	B/P Directed Bld Don		\$ 178.20	999
1716	1716048	B/P Ffp Allquot P/F	86985	\$ 90.00	300
1716	1716054	B/P Im Globlv 10gm	J1561	\$ 894.18	636

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1716	1716055	B/P Im Globlv 20gm	J1561	\$ 1,788.36	636
1716	1716056	B/P Irradiate Rbc	86945	\$ 109.56	300
1716	1716057	B/P Cmv Neg Rbc	86970	\$ 115.80	300
1716	1716058	B/P Sickl Neg Rbc	85660	\$ 13.07	300
1716	1716059	B/P Cmv Neg Pher P/F	86970	\$ 69.59	300
1716	1716060	B/P Platelet Apher-Hia Matched	P9019	\$ 1,713.60	390
1716	1716061	B/P Rbc Divided Half Units	86985	\$ 191.16	300
1716	1716062	B/P Resplgam	J1565	\$ 1,620.00	636
1716	1716063	B/P Factor VIII	J7190	\$ 1,440.00	636
1716	1716064	B/P Factorviii-Recombin	J7192	\$ 1,440.00	636
1716	1716065	B/P Factor Ix-F9/10 Unlts	J7194	\$ 11.09	636
1716	1716066	B/P Rhod Ig Iv 5000iu/1000mg	J1563	\$ 970.80	636
1716	1716068	B/P Sr Alb 50 5%pf	P9041	\$ 45.53	390
1716	1716069	B/P Immglb Iv/5gm	J2790	\$ 840.00	636
1716	1716070	B/P Atgam - 250 Mg P/F	J7504	\$ 540.00	636
1716	1716071	B/P Factor VII - F7 2.4mg	J2790	\$ 2,844.00	636
1716	1716073	B/P Immglb Iv/10gm	J2790	\$ 1,728.00	636
1716	1716074	B/P Immglb Iv/20gm	J2790	\$ 3,396.00	636
1716	1716075	B/P Rhod 1g Iv 1500iu/300mg	J2790	\$ 1,714.80	636
1716	1716076	B/P Rhod 1g Iv 600iu/120mg	J2790	\$ 857.40	636
1716	1716077	B/P Factor VIII Recomb 1080/lu	J7192	\$ 1,809.60	636
1716	1716078	B/P Factr VIII Humate-P2343/Vw	J7190	\$ 2,871.60	636
1716	1716079	B/P Factr VIII Humate-P1036/Vw	J7190	\$ 1,303.20	636
1716	1716080	B/P Factr VIII Humate-P 501/Vw	J7190	\$ 661.20	636
1716	1716081	B/P Hepatitis B 0.05 Ml	J1500	\$ 129.30	636
1717	1717001	Path Consult R.Slide	88321	\$ 105.60	310
1717	1717002	Path Consult P+slide	88323	\$ 169.00	310
1717	1717003	Path Consult Compreh	88325	\$ 171.60	310
1717	1717004	Path Consult In Hosp	99241	\$ 92.40	310
1717	1717005	Path Conslt Followup	99241	\$ 92.40	310
1717	1717006	Path Consult Lim Cl	80500	\$ 39.60	310
1717	1717007	Path Consult Comp Cl	80502	\$ 105.60	310
1717	1717008	Cyto Fna Aspiration	88170	\$ 145.20	361
1717	1717009	Cnsult Autlg Bld Don	99201	\$ 85.80	310
1717	1717010	Cnsult Dir Bld Don	99201	\$ 85.80	310
1717	1717017	Phy Fna Breast	88173	\$ 216.00	310
1717	1717018	Phy Fna Thyroid	88173	\$ 216.00	310
1717	1717019	Phy Fna Lymph Node	88173	\$ 216.00	310
1717	1717020	Cytopath Plim Prep	88172	\$ 58.00	310
1718	1718001	Bedside Glucose Test	82962	\$ 15.79	301
1718	1718002	Point Of Care,Rapld Hlv-1 Ab	86701	\$ 40.00	301
1718	1718003	Point Of Care,Rapid Hlv1ab Chc	86701	\$ 40.00	301
1719	1719001	Mp-Dot Blot	88365	\$ 331.00	310
1719	1719002	Mp-Southern Hybrid	83897	\$ 175.33	300
1719	1719003	Mp-In Situ Hybridx3	88365	\$ 331.00	310
1719	1719004	Mp-Pcr/Electrophres	83898	\$ 52.61	300
1719	1719005	Mp-Hpv High Risk	87621	\$ 102.00	300
1719	1719006	Mp-Hpv Low Risk	87621	\$ 102.00	300
1720	1720001	Sendout Gluc 6 Pd	82955	\$ 106.96	300
1720	1720002	Sendout Stool O/P	87177	\$ 61.37	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720003	An Angiotns Conenzy	82164	\$ 85.92	300
1720	1720004	Can Ca125	86304	\$ 110.46	300
1720	1720005	Caf Chromanal Amnflid	88267	\$ 1,204.51	310
1720	1720006	Ebv Epstein Barr Vir	86664	\$ 257.74	300
1720	1720007	Hbe Hepbe Ag Ab	87350	\$ 117.47	300
1720	1720008	Cab Hepc Ab	86803	\$ 145.51	300
1720	1720009	Lf Lipfract Ldl Hdl	83715	\$ 110.46	300
1720	1720010	Psa Prost Spec Ag	84153	\$ 124.48	300
1720	1720011	Ls Lymph Subset	88180	\$ 327.86	310
1720	1720012	Va Varicella	86787	\$ 87.67	300
1720	1720013	Bf B12 Fol	82746	\$ 140.27	300
1720	1720014	Leg Legionella	86713	\$ 106.96	300
1720	1720015	My Mycoplasma	87109	\$ 59.63	300
1720	1720016	Urp Ureaplasma	87109	\$ 120.98	300
1720	1720017	17pn 17-Oh Pregnenolone	84143	\$ 166.56	300
1720	1720018	N17 17-Oh Progesterone	83498	\$ 173.57	300
1720	1720019	3ad 3-Alpha-Androstenediol	82154	\$ 259.49	300
1720	1720020	N5n 5' Nucleotidase	83915	\$ 70.13	300
1720	1720021	Nacth Acth	82024	\$ 262.99	300
1720	1720022	Nald Aldosterone	82088	\$ 257.74	300
1720	1720023	Andr Androstendione	82157	\$ 208.64	300
1720	1720024	Ance Ace	82164	\$ 101.69	300
1720	1720025	Atpo Anti Tpo	86376	\$ 91.18	300
1720	1720026	Nathy Anti-Tgb	86800	\$ 94.68	300
1720	1720027	Nath Anti-Thyroid Microsom	86376	\$ 94.68	300
1720	1720028	Calc Calcitonin	82308	\$ 192.86	300
1720	1720029	Ica Ionized Calcium	82330	\$ 103.44	300
1720	1720030	Coms Cpd S (11-Deoxycortisol)	82634	\$ 182.34	300
1720	1720031	Cort Corticosterone	82528	\$ 161.30	300
1720	1720032	Doc Deoxycorticosterone	82633	\$ 241.96	300
1720	1720033	Dhe Dhea	82626	\$ 278.77	300
1720	1720034	Dheas Dhea-S	82627	\$ 170.06	300
1720	1720035	Dht Dihydro-Test	82651	\$ 219.16	300
1720	1720036	Nesta Estradiol	82670	\$ 180.59	300
1720	1720037	Estg Estrogen, Total	82672	\$ 178.85	300
1720	1720038	Est Estrone	82679	\$ 192.86	300
1720	1720039	Igf1 Somatomedin	84305	\$ 241.96	300
1720	1720040	Mins Insulin Total	83525	\$ 78.90	300
1720	1720041	Insa Insulin Ab	86337	\$ 187.60	300
1720	1720042	Ila Islet Cell Antibody	86341	\$ 142.02	300
1720	1720043	Ost Osteocalcin	83937	\$ 173.57	300
1720	1720044	Palb Pre-Albumin	84134	\$ 113.96	300
1720	1720045	Prog Progesterone	84144	\$ 108.72	300
1720	1720046	Npth Pth, C Terminal	83970	\$ 257.74	300
1720	1720047	Ipth Pth, Intact	83970	\$ 236.69	300
1720	1720048	Nren Renin	84244	\$ 149.03	300
1720	1720049	Ser Serotonin	84260	\$ 366.44	300
1720	1720050	Shbg Sex Hormone	84270	\$ 112.21	300
1720	1720051	Tbg T3 Uptake	84479	\$ 257.74	300
1720	1720052	Ftes Test-Free	84402	\$ 278.77	300

Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720053	Ntes Test-Total	84403	\$ 166.56	300
1720	1720054	Thg Thyroglobulin	84432	\$ 170.06	300
1720	1720055	Tsl Thyroid Stim Ig	84445	\$ 424.30	300
1720	1720056	Vlp	84586	\$ 278.77	300
1720	1720057	V125 Vit D 1,25	82652	\$ 329.62	300
1720	1720058	Nvid Vit D 25	82306	\$ 319.12	300
1720	1720059	Nft4 T4-Free	84439	\$ 113.96	300
1720	1720060	Rt3 Reverse T3	84482	\$ 257.74	300
1720	1720061	Nadh Adh	84588	\$ 277.03	300
1720	1720062	Prp Pth-Related Protein	83519	\$ 262.99	300
1720	1720063	Nkkg 17 Ketogenic Steroids	83582	\$ 115.73	300
1720	1720064	Nks 17ks	83586	\$ 92.93	300
1720	1720065	N5hl Shiaa	83497	\$ 112.21	300
1720	1720066	Nual Aldo	82088	\$ 278.77	300
1720	1720067	Ucort Cort, Free And Creat	82530	\$ 149.03	300
1720	1720068	Fhp Oh-Prolin Free	83500	\$ 220.93	300
1720	1720069	Thp Oh-Prolin Total	83505	\$ 277.03	300
1720	1720070	Metan Metanephrines	83835	\$ 312.08	300
1720	1720071	Umar Micro-Alb Random	82043	\$ 85.92	300
1720	1720072	Numa Micro-Alb 24 Hr	82043	\$ 113.96	300
1720	1720073	2pcc Pyridium 2h	82491	\$ 231.43	300
1720	1720074	24pcc Pyridium 24h	82491	\$ 231.43	300
1720	1720075	Nvma Vma	84585	\$ 136.76	300
1720	1720076	Uest Estriol	82677	\$ 126.23	300
1720	1720077	Fampln Pregnancy T	81025	\$ 40.33	300
1720	1720078	Occ Hlth Alcohol Screen	82055	\$ 72.24	300
1720	1720079	Occ Hlth Hematology/Urinalysis	81000	\$ 24.84	300
1720	1720080	Occ Hlth Pcb's	84600	\$ 112.64	300
1720	1720081	Occ Hlth Fep	84600	\$ 20.40	300
1720	1720082	Occ Hlth Blood - Thallium	83015	\$ 66.24	300
1720	1720083	Occ Hlth Blood - Cadmium	82300	\$ 66.24	300
1720	1720084	Occ Hlth Blood - Benzene	84600	\$ 86.14	300
1720	1720085	Occ Hlth Arsenic,Lead,Mercury	83015	\$ 124.25	300
1720	1720086	Occ Hlth Tyme Titre	86585	\$ 66.24	300
1720	1720087	Occ Hlth Mantoux T.B. Test	86580	\$ 24.84	300
1720	1720088	Occ Hlth Stool Specimens	82270	\$ 127.80	300
1720	1720089	Occ Hlth Hydrocarbon Screen	82441	\$ 159.76	300
1720	1720090	Occ Hlth Urine - Benzene	84600	\$ 86.14	300
1720	1720091	Occ Hlth Urine - Cadmium	82300	\$ 131.98	300
1720	1720092	Civil Ser Phleb./Tech/3hrs	36415	\$ 131.50	300
1720	1720093	Occ Health Drug Screen	80100	\$ 63.91	300
1720	1720096	Occ Health Cbc With Differnti	85025	\$ 16.67	300
1720	1720097	Occ Health Urinalysis	81000	\$ 9.94	300
1720	1720098	Occ Health Smac 12	80048	\$ 27.60	301
1720	1720099	Occ Health Blood - Lead	83655	\$ 33.12	300
1720	1720100	Occ Health Hep B Titre Surf	86706	\$ 63.91	300
1720	1720101	Occ Health Hepatitis Antigen	87340	\$ 48.04	309
1720	1720102	Occ Health Stool Hemocult	85018	\$ 8.34	300
1720	1720103	Occ Health Rheumatoid Factor	86431	\$ 23.62	300
1720	1720104	Bilirubin Amn Fluid	82247	\$ 76.96	300

**Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720105	17-Oh-Pregnenolone	84143	\$ 188.76	300
1720	1720106	17-Ketogenic Steroids	83582	\$ 131.77	300
1720	1720107	Acetaldehyde (B)	82000	\$ 136.13	300
1720	1720108	Acetone	82009	\$ 113.26	300
1720	1720109	Acetylcholine Rec Ab-Blocking	84238	\$ 291.85	300
1720	1720110	Adenovirus Antibody Csf	86603	\$ 159.72	300
1720	1720111	Acetazolamide Serum	80299	\$ 196.02	300
1720	1720112	Adrenal Antibody	86255	\$ 156.82	300
1720	1720113	Adrenocorticotrophic Horm Acth	82024	\$ 284.59	300
1720	1720114	Acetylcholine Receptor Ab	84238	\$ 297.66	300
1720	1720115	Acid Phosphatase By Immuno,Pro	84066	\$ 89.30	300
1720	1720116	Albumin/Globulin Ratio	80002	\$ 45.74	300
1720	1720117	Alcohol, Ethyl (U)	82055	\$ 141.22	300
1720	1720118	Fam Plan Urine Preg Screen	81025	\$ 16.54	300
1720	1720119	Alcohol, Methyl (U)	84600	\$ 141.22	300
1720	1720120	Aldolase	82085	\$ 84.59	300
1720	1720121	Aldosterone	82088	\$ 284.59	300
1720	1720122	Aldosterone (U)	82088	\$ 306.37	300
1720	1720123	Acid Phosphatase, Total	84060	\$ 71.52	300
1720	1720124	Alk, Phos Isoenzymes	84080	\$ 104.92	300
1720	1720125	Acetone, Urine	82010	\$ 139.39	300
1720	1720126	Acute Lymphocyte Leuk/Lymph	88180	\$ 574.99	310
1720	1720127	Alpha-Feto Protein,Amniotic Fld	82106	\$ 152.46	300
1720	1720128	Acyclovir	80299	\$ 225.06	300
1720	1720129	Aluminium	82108	\$ 239.58	300
1720	1720130	Amebiasis Iha	86280	\$ 152.46	300
1720	1720131	Amino Acid Screen, Plasma	82128	\$ 133.58	300
1720	1720132	Amino Acid Screen, Urine	82128	\$ 148.10	300
1720	1720133	Amino Acid Fractionatn, Plasma	82131	\$ 675.18	300
1720	1720134	Amlodarone	80299	\$ 245.39	300
1720	1720135	Amitriptyline	80152	\$ 152.46	300
1720	1720136	Amylase Isoenzymes	82150	\$ 220.70	300
1720	1720137	Androstenediol Glucuronide	82154	\$ 306.37	300
1720	1720141	Antihyaluronidase	86609	\$ 127.42	300
1720	1720144	Antidiuretic Hormone (Adh)	84588	\$ 306.37	300
1720	1720145	Adenovirus Antibody	86603	\$ 140.48	300
1720	1720146	Albumin Fluid	82042	\$ 63.89	300
1720	1720147	Benzodiazepine Clinical Scr (U)	80101	\$ 131.77	300
1720	1720148	Aspergillus Ab By Id Ql	86606	\$ 113.26	300
1720	1720149	Albumin - Urine	82042	\$ 63.89	300
1720	1720150	Albumin - Csf	82042	\$ 63.89	300
1720	1720151	Albuteral	80299	\$ 347.03	300
1720	1720152	Beta-2-Microglobulin	82232	\$ 149.56	300
1720	1720153	Beta-2-Microglobulin (U)	82232	\$ 169.88	300
1720	1720154	Bile Acids Fractionated	82240	\$ 270.07	300
1720	1720155	Alcohol, Ethyl - Blood	82055	\$ 113.26	300
1720	1720156	Alcohol, Isopropyl (B)	84600	\$ 141.22	300
1720	1720157	Bordetella Pertussistoin Igrb	86615	\$ 146.65	300
1720	1720158	Brucella Abortus Antibodies	86622	\$ 76.96	300
1720	1720159	Bupirone	80299	\$ 187.31	300

**Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720160	Butalbital	82205	\$ 153.91	300
1720	1720161	C-Peptide	84681	\$ 181.50	300
1720	1720162	Alcohol, Methyl (B)	84600	\$ 113.26	300
1720	1720163	Alpha-I-Antitrypsin Phenotype	82104	\$ 178.60	300
1720	1720164	Cl Esterase Inh (F)	86161	\$ 306.37	300
1720	1720165	Ca 19-9	86301	\$ 174.24	300
1720	1720166	Calcitonin	82308	\$ 216.35	300
1720	1720167	Alpha-2-Macroglobulin	83051	\$ 119.80	300
1720	1720168	Alpha-Subunit	83519	\$ 169.88	300
1720	1720169	Calculus Analysis (Stone)	82355	\$ 105.28	300
1720	1720170	Ca 125 (Cancer Ag 125)	86304	\$ 174.24	300
1720	1720171	Candida Antibodies	86628	\$ 193.12	300
1720	1720172	Alprazolam	80154	\$ 185.86	300
1720	1720173	Aluminum, Plasma	82108	\$ 126.32	300
1720	1720174	Aluminum (U)	82108	\$ 146.65	300
1720	1720175	Amino Acid, Fractionated (U)	82139	\$ 685.34	300
1720	1720176	Cardiolipin Ab	86147	\$ 320.89	300
1720	1720177	Carnitine	82379	\$ 243.94	300
1720	1720178	Carotene	82380	\$ 104.92	300
1720	1720179	Catecholamines, Fractioned (U)	82384	\$ 241.03	300
1720	1720180	Catecholamines, Free (U)	82382	\$ 127.06	300
1720	1720181	Cellular Immune Panel, Basic	86360	\$ 368.81	300
1720	1720182	Centromere Ab	86235	\$ 119.80	300
1720	1720183	Ceruloplasmin	82390	\$ 89.30	300
1720	1720184	Chlamydia Antigen (Eia)Del3/98	83518	\$ 145.20	300
1720	1720185	Chloramphenicol, Peak	82415	\$ 149.56	300
1720	1720186	Chlordiazepoxide	80154	\$ 185.86	300
1720	1720187	Chlorpromazine	84022	\$ 133.58	300
1720	1720188	Cholinesterase-dibucaine(#)	82480	\$ 145.20	300
1720	1720190	Chromium (U)	82495	\$ 187.31	300
1720	1720191	Chromogranin-A	82397	\$ 222.16	300
1720	1720192	Chromosome Analysis(Amniotic F	88269	\$ 1,344.55	310
1720	1720193	Chromosome Analysis Bond	88262	\$ 908.95	310
1720	1720194	Chromosome Analysis Bond Tissu	88262	\$ 1,353.26	310
1720	1720195	Amino Acid Frac Random	82131	\$ 685.34	300
1720	1720196	Citric Acid (U)	82507	\$ 286.04	300
1720	1720197	Citric Acid, Random (U)	82507	\$ 286.04	300
1720	1720198	Clonazepam (Serum)	80154	\$ 162.62	300
1720	1720199	Clozapine	80154	\$ 144.48	300
1720	1720200	Coag Factor V Activity	85220	\$ 241.03	300
1720	1720201	Coag Factor VIII Activity	85240	\$ 241.03	300
1720	1720202	Coag Factor X Activity	85260	\$ 241.03	300
1720	1720203	Coccidioides Ab By Id Ql	86635	\$ 40.66	300
1720	1720205	Coma Panel	80100	\$ 425.44	300
1720	1720206	Complement Component Clq	86160	\$ 137.94	300
1720	1720207	Aminolevulinic Acid, Urine	82135	\$ 162.62	300
1720	1720208	Complement Component 5	86160	\$ 156.82	300
1720	1720209	Complement Specif Immun Complx	86332	\$ 223.61	300
1720	1720210	Complement Total (Ch50)	86162	\$ 171.34	300
1720	1720212	Copper	82525	\$ 96.20	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720213	Copper (U)	82525	\$ 114.35	300
1720	1720214	Copper Random Urine	82525	\$ 114.35	300
1720	1720215	Corticosterone	82528	\$ 206.18	300
1720	1720216	Cortisol, Free (U)	82530	\$ 153.91	300
1720	1720217	Aminolevulinic Acid, Rnd	82135	\$ 162.62	300
1720	1720218	Amitriptyline, Urine Gastrc Ql	80152	\$ 124.87	300
1720	1720219	Coxsackie B Ab(+G) By Neut Ser	86790	\$ 319.44	300
1720	1720220	Amoxciplne	80299	\$ 178.60	300
1720	1720221	Amphetamine Cnfrm Bybc/Ms(U)Ql	80102	\$ 185.86	300
1720	1720222	Amphotericln B	80299	\$ 146.65	300
1720	1720223	Cryptococcus Ab	86641	\$ 166.98	300
1720	1720224	Amylase (Body Fluid)	82150	\$ 70.43	301
1720	1720226	Culture, Legionella Species	87070	\$ 193.12	306
1720	1720227	Culture, M Hominis+ureaplasma	87109	\$ 193.12	300
1720	1720228	Culture, Ureaplasma	87070	\$ 168.43	306
1720	1720229	Cyanide, Blood	82600	\$ 153.91	300
1720	1720230	Cyclic Amp, Plasma	82030	\$ 284.59	300
1720	1720231	Cyclic Amp, Urine	82030	\$ 284.59	300
1720	1720232	Cyclobenzaprine	80299	\$ 171.34	300
1720	1720233	Cyclosporine By Fpla	80158	\$ 235.22	300
1720	1720234	Cysticercus Ab Igg Csf	86682	\$ 170.98	300
1720	1720235	Cystine, Random Urine	82127	\$ 111.44	300
1720	1720236	Cystine, Urine	82131	\$ 111.44	300
1720	1720237	Cmv Igg Ab	86644	\$ 131.77	300
1720	1720238	Cmv Igg Ab Csf	86644	\$ 151.01	300
1720	1720239	Cmv Igm Ab By Ela	86645	\$ 131.77	300
1720	1720240	Dhea Sulfate	82627	\$ 196.02	300
1720	1720241	Dhea Unconjugated (Pliria)	82626	\$ 306.37	300
1720	1720242	Dengue Virus Ab Total	86790	\$ 185.86	300
1720	1720243	Deoxycorticosterone	82633	\$ 328.15	300
1720	1720244	Deoxycortisolill	82634	\$ 306.37	300
1720	1720245	Desipramine	80160	\$ 164.08	300
1720	1720247	Diazepam	80299	\$ 140.48	300
1720	1720248	Tacrolimus (Fk506) Prograf	80197	\$ 223.61	300
1720	1720249	Dihydrotestosterone, 5alpha Dht	82651	\$ 259.91	300
1720	1720250	Diltiazem	80299	\$ 355.74	300
1720	1720251	Diphenhydramine, Serum	80299	\$ 131.77	300
1720	1720252	Diphtheria Ab	86648	\$ 165.53	300
1720	1720253	Disopramide	80299	\$ 131.77	300
1720	1720254	Dna Ab, Single Strand+native	86225	\$ 238.13	300
1720	1720255	Doxepin	80166	\$ 164.08	300
1720	1720256	Androstenedione	82157	\$ 239.58	300
1720	1720257	Drug Abuse Eval Urine	80100	\$ 143.75	300
1720	1720258	Echinoccus Ab Igg Ib	86682	\$ 156.82	300
1720	1720259	Echovirus Ab	86658	\$ 252.65	300
1720	1720260	Angintensin Conv En	82164	\$ 131.77	300
1720	1720261	Epstein Barr Virus	86665	\$ 155.36	300
1720	1720262	Ebv Ab Comp (A+c)	86665	\$ 297.66	300
1720	1720263	Ebv Nuclear Ab Ab	86664	\$ 130.32	300
1720	1720264	Erythropoietin	82668	\$ 182.95	300

**Nassau University Medical Center
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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720265	Estradiol Rapid (Ivb)	82670	\$ 207.64	300
1720	1720266	Estriol, Unconjugated	82677	\$ 133.58	300
1720	1720267	Estrogen, Total Era Pra	82672	\$ 203.28	300
1720	1720268	Era/Pra Assay	84233	\$ 476.26	300
1720	1720269	Estrone	82679	\$ 182.95	300
1720	1720270	Ethosuximide	80168	\$ 119.80	300
1720	1720271	Febrile Agglutinins	86000	\$ 158.27	300
1720	1720272	Fecal FatQualitative	82705	\$ 91.12	300
1720	1720273	Felbamate	80299	\$ 102.37	300
1720	1720274	Angiotension Conv En (Fld)	82164	\$ 151.01	300
1720	1720275	Fetal Hemoglobin	83030	\$ 102.37	300
1720	1720276	Flecainide	80299	\$ 92.93	300
1720	1720277	Fluoxetine	80299	\$ 137.58	300
1720	1720278	Fluphenazine	80299	\$ 152.46	300
1720	1720279	Folic Acid	82746	\$ 104.92	300
1720	1720280	Folic Acid Rbc	82747	\$ 182.95	300
1720	1720281	Anti-Dnase B Ther	86215	\$ 149.56	300
1720	1720282	Formic Acid, (B)	84999	\$ 151.01	300
1720	1720283	Fragile (X) Chromosome	88262	\$ 965.58	310
1720	1720285	Gastrin	82941	\$ 117.98	300
1720	1720286	Giardia Lamblia Ag	87328	\$ 90.02	300
1720	1720287	Gladin Antibody Igg Iga	83516	\$ 198.92	300
1720	1720288	Glomerular Basement Membrane Ab	84999	\$ 239.58	300
1720	1720289	Glucagon, Plasma	82943	\$ 185.86	300
1720	1720290	Antinuclear Ab Csf	86038	\$ 108.90	300
1720	1720291	Glucose-6-Phosphate Dehydro Qn	82955	\$ 119.80	300
1720	1720292	Glucosylated Hemoglobin A/C	83036	\$ 84.59	301
1720	1720293	Gmi Ab Serum	86849	\$ 421.08	300
1720	1720294	Antibiotic Microbial Assay	80299	\$ 164.08	300
1720	1720295	Granulocyte Ab Ql	86255	\$ 251.20	300
1720	1720296	Haloperidol	80173	\$ 191.66	300
1720	1720297	Antimony, Hair Screening	83015	\$ 220.70	300
1720	1720298	Heavy Metal (U)	82175	\$ 280.24	300
1720	1720299	Helicobacter Pylori Ab	86677	\$ 111.80	300
1720	1720300	Antimony (U)	83015	\$ 140.48	300
1720	1720301	Antithrombin Iii Activity	85300	\$ 257.00	300
1720	1720302	Antithrombin Iii Ag	85301	\$ 257.00	300
1720	1720303	Antithrombin Iii panel Activ+ag	85300	\$ 464.64	300
1720	1720304	Hep C Ab	86803	\$ 109.99	300
1720	1720305	Hep B Core Ab Total	86704	\$ 137.94	300
1720	1720306	Hep B Surface Ab Ql	86706	\$ 92.93	300
1720	1720307	Hep B Surface Ag	87340	\$ 86.76	309
1720	1720308	Hep A Ab, Total	86708	\$ 106.73	300
1720	1720309	Hep B Core Igm Ab	86705	\$ 136.13	300
1720	1720310	Helicobacter Pylori, Quant.	86677	\$ 152.46	300
1720	1720311	Hep C Virus Ab By Imm	86304	\$ 290.40	300
1720	1720312	Hep C Rna Quant By Pcr	87522	\$ 355.74	300
1720	1720313	Hep Delta Virus Ab	86692	\$ 153.91	300
1720	1720315	Herpes Simplex 1+2 Igg Ab Csf	86695	\$ 141.22	300
1720	1720316	Herpes Simplex 1+2 Igg Ab(A+c)	86695	\$ 113.26	300

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Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720317	Heterophile, Differential Absor	86310	\$ 67.88	300
1720	1720318	Hexosaminidase A, Plt	83080	\$ 175.69	300
1720	1720319	Histamine (B)	83088	\$ 270.07	300
1720	1720320	Histamine (U)	83088	\$ 284.59	300
1720	1720321	Histone Ab	83520	\$ 156.82	300
1720	1720322	Histoplasma Ab By Id Ql	86698	\$ 106.73	300
1720	1720323	Hla B27 Antigen	86812	\$ 174.24	300
1720	1720324	Hla-Dr Typing	86817	\$ 550.31	300
1720	1720325	Homocysteine, Total (U)	83090	\$ 326.70	300
1720	1720326	Htlv Ab By Ela	86687	\$ 165.53	300
1720	1720327	Parovirus B19 Ab Panel Byellsa	86747	\$ 169.88	300
1720	1720328	Hydroxycorticosteroids17,Urine	83491	\$ 164.08	300
1720	1720329	Hydroxycorticosterone 18	83491	\$ 341.22	300
1720	1720330	HydroxIndoleacetic Acid5,Urine	83497	\$ 113.26	300
1720	1720331	Hydroxprogesterone 17,Alpha	83498	\$ 200.38	300
1720	1720332	Hydroxproline,Free+total	83500	\$ 463.19	300
1720	1720333	Hypersens Pneumonitis Panel Ql	86606	\$ 303.47	300
1720	1720334	Ibuprofen	80299	\$ 141.58	300
1720	1720335	Imipramine	80174	\$ 164.08	300
1720	1720336	Immune Complex Clq Bind Assay	86332	\$ 168.43	300
1720	1720338	Immunoglobulins (Fluid)	82784	\$ 201.83	300
1720	1720340	Immunoglobulin G Subclass Panl	82787	\$ 415.27	300
1720	1720342	Influenza Type A+b By Cf	86790	\$ 277.33	300
1720	1720343	Insulin	83525	\$ 90.76	300
1720	1720344	Insulin Ab	86337	\$ 214.90	300
1720	1720345	Intrinsic Factor Ab	86340	\$ 148.10	300
1720	1720346	Ionized Calcium	82330	\$ 133.58	300
1720	1720347	Iron, Urine	83540	\$ 239.58	300
1720	1720348	Jo + (Antibody)	86235	\$ 162.62	300
1720	1720350	Lactic Acid Csf	83605	\$ 148.10	300
1720	1720351	Latex (K82) Ige	86003	\$ 65.71	300
1720	1720352	Lead, Blood	83655	\$ 86.76	300
1720	1720353	Lead, Urine	83655	\$ 105.28	300
1720	1720354	Lecithin/Sphingomuelin Ratio	83661	\$ 476.26	300
1720	1720355	Legionella, Ag Urine Ria	87449	\$ 196.02	300
1720	1720356	Legionella Pneumophilia Ab	86713	\$ 182.95	300
1720	1720357	Leukocyte Alkalin Phosph Stain	85540	\$ 106.73	300
1720	1720359	Lipids, Total Feces	82710	\$ 196.02	300
1720	1720360	Liver/Kidney Microsomal Ab	86376	\$ 156.82	300
1720	1720361	Lupus Type Anticoagulant	85730	\$ 193.12	300
1720	1720363	Lyme Disease, Western Biot	86617	\$ 178.60	300
1720	1720364	Lymes Disease Ab Fluid	86618	\$ 191.66	300
1720	1720365	Acetaldehyde (B)	82000	\$ 136.13	300
1720	1720366	Lysergic Acid Diethylamide (U)	80101	\$ 196.02	300
1720	1720367	Lysozyme	85549	\$ 149.56	300
1720	1720368	Lysozyme,Random Urine	85549	\$ 149.56	300
1720	1720369	Mag Ab Igm	86849	\$ 214.90	300
1720	1720370	Manganese	83785	\$ 136.13	300
1720	1720371	Measles (Rubeola) Igm	86765	\$ 140.48	300
1720	1720372	Meprobamate	83805	\$ 164.08	300

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720373	Mescaline (U)	80101	\$ 175.69	300
1720	1720374	Apolipoprotein A1	82172	\$ 76.96	300
1720	1720375	Metanphrine, Fract (U)	83835	\$ 333.96	300
1720	1720376	Mexiletine	80299	\$ 182.95	300
1720	1720377	Microalbumin (U)	82043	\$ 142.30	300
1720	1720378	Polycosaminoglycans(Gags)(U)	83864	\$ 271.52	300
1720	1720379	Mumps Virus Igg Abby Ela, Serum	86735	\$ 140.48	300
1720	1720380	Mycoplasma Pneumoniae Igm Ab	86738	\$ 79.14	300
1720	1720381	Muelin Ab	86255	\$ 164.08	300
1720	1720382	Muelin Basic Protein, Csf	83873	\$ 174.24	300
1720	1720383	Myeloperoxidase Ab	86021	\$ 198.92	300
1720	1720384	Myocardial Ab	86255	\$ 319.44	300
1720	1720385	Myoglobin, Random U Quant	83874	\$ 175.69	300
1720	1720386	Neuron-Specific Enalase	86316	\$ 165.53	300
1720	1720387	Neutrophilcytoplasmic Ab Anca	86255	\$ 233.77	300
1720	1720388	Nortriptuline	80182	\$ 164.08	300
1720	1720389	Nucleotidase, S	83915	\$ 90.76	300
1720	1720390	Oligoclonal Bonding, Csf	83916	\$ 156.82	300
1720	1720391	Opiates, U/Gastric Ql	80101	\$ 131.77	300
1720	1720392	Osteocalcin	83937	\$ 193.12	300
1720	1720393	Apolipoprotein B	82172	\$ 76.96	300
1720	1720394	Oxalate (U)	83945	\$ 111.44	300
1720	1720395	Pancreatic Islet Cell Ab	86341	\$ 164.08	300
1720	1720396	Pancreatic Polypeptide	83519	\$ 223.61	300
1720	1720397	Parathyroid Hormone C Term	83970	\$ 284.59	300
1720	1720398	Parletal Cell Ab	86255	\$ 106.73	300
1720	1720399	Phencyclidine Pcp Drug	83992	\$ 164.08	300
1720	1720400	Phencyclidine (U)	83992	\$ 144.12	300
1720	1720401	Phencyclidine With Gc/Ms (B)	80102	\$ 185.86	300
1720	1720402	Apolipoprotein Evaluation	82172	\$ 134.68	300
1720	1720403	Phytanate (Plutanic Acid)	82491	\$ 338.32	300
1720	1720404	Apolipoprotein (E) Genotyping	82172	\$ 277.33	300
1720	1720405	Platelet Ab	86022	\$ 191.66	300
1720	1720406	Pneumocustis Detection Dea	86255	\$ 137.94	300
1720	1720407	Poliovirus Types 1,2,3 Ab	86658	\$ 306.37	300
1720	1720408	Polychlorinated Biphenyls	84600	\$ 145.20	300
1720	1720409	Arbovirus Ab By Ifa, Csf	86652	\$ 429.79	300
1720	1720410	Porphobilinogen (U)	84110	\$ 90.76	300
1720	1720411	Porphyrlins, Fract Feces	84126	\$ 306.37	300
1720	1720412	Porphyrlins, Fract U	84120	\$ 191.66	300
1720	1720413	Prealbumin	84134	\$ 140.48	300
1720	1720414	Profile 27 Hep Be Ag/Ab	86707	\$ 175.69	300
1720	1720415	Progesterone	84144	\$ 133.58	300
1720	1720416	Proinsulin	84206	\$ 342.67	300
1720	1720418	Propranolol	80299	\$ 115.80	300
1720	1720419	Arsenic, Blood	82175	\$ 200.38	300
1720	1720420	Arsenic, Gastric	82175	\$ 148.10	300
1720	1720421	Protein C Activity + Ag	85302	\$ 396.40	300
1720	1720422	Arsenic, Urine	82175	\$ 188.76	300
1720	1720423	Protein S, Activity + Ag	85305	\$ 410.92	300

Nassau University Medical Center
 Charge Description Master - 2012
 Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720424	Arylsulfase A (U)	84311	\$ 107.45	300
1720	1720425	Protoporphyrin, Free Erythrocyt	84202	\$ 137.94	300
1720	1720426	Protoporphyrin, Zinc	84202	\$ 185.86	300
1720	1720427	Pth Intact Double Ab Immunoass	83970	\$ 303.47	300
1720	1720428	Pth N-Terminal+ca Ionized	83970	\$ 339.77	300
1720	1720429	Pth Related Protein	83519	\$ 302.02	300
1720	1720430	Pyridinium Crosslinks	82523	\$ 236.68	300
1720	1720431	Pyruvate, Blood	84210	\$ 140.48	300
1720	1720432	Pyruvate, Fluid	84210	\$ 159.72	300
1720	1720433	Aspergillus Ab By Cf	86606	\$ 156.82	300
1720	1720434	Aspergillus Flavus Ab	86606	\$ 85.67	300
1720	1720435	Renin Activity	84244	\$ 164.08	300
1720	1720436	Aspergillus Fumigatus Ab	86606	\$ 85.67	300
1720	1720437	Rickettsial Igm Ab	86609	\$ 168.43	300
1720	1720438	Rubella Virus Igg Ab Eia	86762	\$ 74.78	300
1720	1720439	Rubella Virus Igm Ab	86762	\$ 203.28	300
1720	1720440	Aspergillus Viger Ab	86606	\$ 85.67	300
1720	1720441	Scat (Waalser-Rose)	86431	\$ 130.32	300
1720	1720442	Scleroderma Ab	86235	\$ 156.82	300
1720	1720443	Selenium, Plasma	84255	\$ 128.87	300
1720	1720444	Serotonin, Blood	84260	\$ 386.23	300
1720	1720445	Serotonin, Serum	84260	\$ 213.44	300
1720	1720446	Sex Hormone, Binding Globulin	84270	\$ 140.48	300
1720	1720447	Slogrens Ab (Ssa)	86235	\$ 168.43	300
1720	1720448	Skeletal Muscle Ab	86255	\$ 156.82	300
1720	1720449	Somatomedln C	84305	\$ 297.66	300
1720	1720450	Sperm Ab Panel	89325	\$ 348.48	300
1720	1720451	Strptozume	86317	\$ 76.96	300
1720	1720452	Substance Abuse Panel 6	80100	\$ 123.42	300
1720	1720453	Substance Abuse Panel 11	80100	\$ 143.75	300
1720	1720455	Bismuth	83018	\$ 140.48	300
1720	1720456	T+b Lymphocyte Evaluation	89399	\$ 702.77	300
1720	1720457	T4(Thyroxine) Free	84439	\$ 149.56	300
1720	1720458	Blastomyces Ab By Cf	86612	\$ 149.56	300
1720	1720459	Teichoic Acid Ab	86331	\$ 140.48	300
1720	1720460	Testosterone, Free+weaklybound	84402	\$ 306.37	300
1720	1720461	Testosterone, Total	84403	\$ 193.12	300
1720	1720462	Tetanus (Ab)	86774	\$ 132.50	300
1720	1720463	Thiocyanate	84430	\$ 162.62	300
1720	1720464	Thyroglobulin Ab	86800	\$ 115.80	300
1720	1720465	Thyroglobulin Profile	84432	\$ 196.02	300
1720	1720466	Thyroid Autoantibodies	86376	\$ 197.47	300
1720	1720467	Thyroid Peroxidase Ab	86376	\$ 115.80	300
1720	1720468	Thyroid Stim Hormone Ultrasens	84443	\$ 165.53	300
1720	1720469	Blastomyces Ab By Cf,Csf	86612	\$ 166.98	300
1720	1720470	Thyroid Stim Immunoglobulins	84445	\$ 441.41	300
1720	1720472	Thyroxine Binding Globulin	84442	\$ 172.79	300
1720	1720473	Thyroxine By Equilib Dial,Free	84439	\$ 164.08	300
1720	1720474	Torch Evaluation	86645	\$ 390.59	300
1720	1720475	Toxocara Ab Igg Eia	86682	\$ 166.98	300

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720476	Toxoplasma Igg Ab	86777	\$ 131.77	300
1720	1720477	Toxoplasma Ab On Csf	86777	\$ 151.01	300
1720	1720478	Toxoplasma Igm Ab Screen Byela	86778	\$ 171.34	300
1720	1720479	Transferrin	84466	\$ 104.92	300
1720	1720480	Tranyicypromine Sulfate	80299	\$ 164.08	300
1720	1720481	Trazodone	80299	\$ 188.76	300
1720	1720482	Trichinella Igg Ab	86784	\$ 156.82	300
1720	1720483	Tricyclic Anti Depression Eval	80299	\$ 296.21	300
1720	1720484	Triiodothyronine Reverse (T3)	84482	\$ 284.59	300
1720	1720485	Bordetella Pertusis Igg Vaccine	86615	\$ 255.55	300
1720	1720488	Pertussis Bordetella/Parapertu	86615	\$ 146.65	300
1720	1720489	Bromide	83015	\$ 120.89	300
1720	1720490	Bupropion (Wellbutrin)	80299	\$ 238.13	300
1720	1720491	Cl Esterase + Nh Anti(Clr)Func	86161	\$ 106.73	300
1720	1720492	Vanillylmandelic Acid Urin(Vma)	84585	\$ 133.58	300
1720	1720493	Varicella Zoster Virus Ab (Igg)	86787	\$ 142.30	300
1720	1720494	Vasoactive Intestinal Polypept	84586	\$ 306.37	300
1720	1720495	Verapamil/Norverapamil	80299	\$ 271.52	300
1720	1720496	Viscosity	85810	\$ 117.98	300
1720	1720497	Vitamin A	84590	\$ 162.62	300
1720	1720498	Vitamin B12	82607	\$ 113.26	300
1720	1720499	B12 + Folic Acid	82746	\$ 185.86	300
1720	1720500	Vitamin C	82180	\$ 104.92	300
1720	1720501	Vitamin D(1,25 Dihydroxy)	82652	\$ 354.29	300
1720	1720502	Vitamin D (25-Hydroxy)	82306	\$ 342.67	300
1720	1720503	Vitamin E Total	84446	\$ 133.58	300
1720	1720504	Volatiles	84600	\$ 132.86	300
1720	1720505	Warfarin	80299	\$ 156.82	300
1720	1720506	Xylose Absorption (B)	84620	\$ 140.48	300
1720	1720507	Xylose Absorption Panel	84620	\$ 219.25	300
1720	1720508	Zinc (P)	84630	\$ 96.20	300
1720	1720509	Hla, Abc Phenotype	86813	\$ 665.02	300
1720	1720510	C-Peptide (U)	84681	\$ 193.12	300
1720	1720511	Ca 72-4	86316	\$ 145.20	300
1720	1720513	Cadium (B)	82300	\$ 165.53	300
1720	1720514	Cadium (U)	82300	\$ 188.76	300
1720	1720515	Caffeine	80299	\$ 113.26	300
1720	1720516	Ca 15-3	86300	\$ 277.33	300
1720	1720517	Cannabinoids Screen	80101	\$ 171.34	300
1720	1720518	Marijuana By Gc/Ms (U)-10	80101	\$ 251.20	300
1720	1720520	Carisoprodol	80299	\$ 164.08	300
1720	1720522	Catecholamines Frac+total	82384	\$ 252.65	300
1720	1720524	Chlamydia Differential Ab Pnl	86631	\$ 181.50	300
1720	1720525	Chlamydia Pneumoniae Ab Panel	86631	\$ 232.32	300
1720	1720526	Chlamydia Trachomatis Ab Iggab	86631	\$ 148.10	300
1720	1720527	Chlamydia Trachomatis Ab Igmab	86632	\$ 148.10	300
1720	1720528	Chloral Hydrate	80299	\$ 166.98	300
1720	1720529	Chloride, Feces	82438	\$ 91.12	300
1720	1720530	Cholesterol, Fluid	82465	\$ 58.45	300
1720	1720531	Cholesterol Verylow Dens Lipop	83719	\$ 210.54	300

Nassau University Medical Center
Charge Description Master - 2012
Exhibit A

Dept Code	Charge Code	Charge Description	CPT Code	Charge	Rev Code
1720	1720532	Cholinesterase,Acetyl Rbc (B)	82482	\$ 113.26	300
1720	1720533	Cholinesterase,Pseudo	82480	\$ 89.30	300
1720	1720534	Cholyglycine	82240	\$ 140.48	300
1720	1720535	Chromium (B)	82495	\$ 140.48	300
1720	1720536	Chromium, Hair	82495	\$ 185.86	300
1720	1720537	Chromium, Serum	82495	\$ 168.43	300
1720	1720538	Chylomicrons	84999	\$ 106.73	300
1720	1720539	Clomipraminet	80299	\$ 135.04	300
1720	1720540	Clonazepam, Urine	80154	\$ 165.53	300
1720	1720541	Clonidine	80299	\$ 355.74	300
1720	1720542	Clorazepate (Nordlazepam)	80154	\$ 142.30	300
1720	1720543	Clostridium Diffide Tox A Scrn	87324	\$ 96.56	300
1720	1720545	C Diffide Toxin B	87230	\$ 181.50	300
1720	1720546	Clozapine/Norolozupine	80154	\$ 137.94	300
1720	1720547	Coag Factor II Activity	85210	\$ 241.03	300
1720	1720548	Coag Factor VII Activity	85230	\$ 241.03	300
1720	1720549	Coag Factor VIII Activ Vonwill	85240	\$ 679.54	300
1720	1720550	Coag Factor VIII R-Ag	85246	\$ 241.03	300
1720	1720551	Coag Factor VIII V,M Von Wille	85247	\$ 241.03	300
1720	1720552	Coag Factor IX Activity	85250	\$ 241.03	300
1720	1720553	Coag Factor XI Activity	85270	\$ 241.03	300
1720	1720555	Coag Factor XIII Screen	85291	\$ 156.82	300
1720	1720557	Coag Inhibitor XI Screen	85270	\$ 238.13	300
1720	1720558	Coag Inhibitor XII Screen	85335	\$ 238.13	300
1720	1720559	Cobalt	84999	\$ 140.48	300
1720	1720560	Cocaine + Metabolites	82520	\$ 331.06	300
1720	1720561	Cocaine Metabolites By Gc/Ms(U	82520	\$ 152.46	300
1720	1720562	Cocci/diodes Ab By Cf	86635	\$ 149.56	300
1720	1720563	Codeine Includes Metabolites	82101	\$ 254.10	300
1720	1720564	Complement Specific Imune Comp	86332	\$ 323.80	300
1720	1720565	Coxsackie A Virus Ab	86658	\$ 251.20	300
1720	1720566	Cryoglobulins,Quant	82595	\$ 171.34	300
1720	1720567	Cryptococcus Ag (Csf)	87327	\$ 103.82	300
1720	1720568	Culture,Mycoplasma Hominis	87109	\$ 193.12	300
1720	1720569	Culture,Mycoplasma Pneumoniae	87109	\$ 156.82	300
1720	1720570	Cushing's Disease Eval	89399	\$ 592.42	300
1720	1720571	Cyclosporine	80158	\$ 257.00	300
1720	1720572	Cyclosporine By Tox Whl Blood	80158	\$ 239.58	300
1720	1720573	Cyproheptadine	80299	\$ 168.43	300
1720	1720574	Cysticercus Ab Igg	86682	\$ 184.40	300
1720	1720575	Cmv Igg Ab (Eld)	86644	\$ 151.01	300
1720	1720576	Cmv Igg+Igm Ab By Eia	86644	\$ 238.13	300
1720	1720578	Cmv Igg+Igm Ab, Csf	86644	\$ 238.13	300
1720	1720579	Hepatitis Be Ag	87350	\$ 127.20	300
1720	1720580	Hepatitis Be Ab	86707	\$ 127.20	300
1720	1720581	Diatoxin	80299	\$ 119.80	300
1720	1720583	Dna Ab,Native	86225	\$ 111.44	300
1720	1720585	Echovirus Ab, Csf	86658	\$ 268.62	300
1720	1720586	Ehrlichia Ab	86609	\$ 196.02	300
1720	1720587	Electrolytes Fluid	80051	\$ 72.97	300

Appendix B

Scope of Services

Contractor shall provide Jail-Based, Hospital-Based and Ancillary Services which shall include but not be limited to medical, dental, nutritional, mental health and other services as required by the facility ("Services") for the residents of the Nassau County Juvenile Detention Center (the "Center"), and provide:

1. New York State licensed Health Care Providers including Physicians, Physicians Assistants and Nurse Practitioners, that shall visit the Center a minimum of two (2) times a week, on a schedule, mutually agreed to by Contractor and Center, to examine new admissions, administer blood tests and injections as necessary and to provide follow-up visits on other medical problems. The Primary Care Physician shall make referrals to other medical specialties as necessary and appropriate. Medical, nursing and hospital services shall be available to the Center's residents on a 24-hour basis at Contractor's facilities. To identify a New York State licensed Primary Care Physician to be on 24-hour call for telephone consultation, prescriptions and medical direction as needed.

2. A comprehensive health assessment shall be completed within 72 hours of admission to the JDC.

3. Comprehensive health assessment at yearly intervals.

4. The comprehensive health assessments immediately above (2 and 3) shall include, but not be limited to the following: medical history, standard review of illnesses and symptoms, and physical examination that meets current medical standards as required by OCFS.

5. Analysis of blood tests in laboratory.

6. X-rays and other tests in laboratory.

7. Provision of an EMR with capability of electronic prescribing and access to health center patient information.

8. Provision of cross coverage needs.

9. Recommendations for replacement clinical equipment and other new clinical equipment needs.

10. Conducting on-site Medical Evaluation and Treatment, to include the following:

- a. Performing Comprehensive Physical Assessments, initial and then as needed;
- b. Conducting Sick Call (if Sick Call is being conducted when on-site);

- c. Conducting Periodic Evaluations for youth with acute and chronic illnesses as clinically indicated;
- d. Reviewing currently prescribed medication(s) and ordering new prescription medication(s), excluding psychotropic medications.

11. Assist in the development of the Facility Operating Policies, and Procedures for Medical and Dental episodic (non-emergent illnesses and injuries) and emergency care, including annual review/revision of episodic and emergency Protocols, Policies and Procedures. Quality Assurance reviews

12. Communicating regularly with the facility Superintendent/Director and/or Assistant Superintendent/Director on all matters relative to the medical needs of the youth in the facility.

13. Availability for consultation by electronic means twenty-four hours per day, seven days per week, for acute medical concerns, emergency care, coordination of off-site services and other responsibilities.

14. Verification of credentials and available to JDC Director for submission to NYS Office of Children and Family Services upon request

15. In-service training for JDC nursing staff regarding adolescent development, STD's, infection control, best practices, etc.

16. Compliance with JDC PREA (Prison Rape Elimination Act) requirements and provide first responder services to victims of abuse or neglect while in detention; referral to emergent care as needed

17. Final interpretation of laboratory tests, X-ray studies and EKG

18. On-site STD testing and treatment

19. Provide radiology, laboratory, a full range of special diagnostic or therapeutic services (e.g., orthopedics, obstetrician), and dentist or orthodontist services.

20. Nutritionist or Dietician to visit and review Kitchen menus and food service every 6 months, available for consultation on matters for youth with special dietary needs.

21. Ability to refer youth for dental services within 60 days of admission and ensure youth receive preventative and regular dental care of-site at the medical center.

22. Behavioral Health and Psychiatric Services: Youth shall be taken for immediate treatment at NHCC, if at admission, upon initial visual inspection, the youth appears to be seriously physically harmed, exhibits signs of intoxication due to drugs or alcohol, or exhibits signs of disorientation or psychosis, and cannot be appropriately treated at the facility. The youth

shall be admitted to the JDC when he or she has been cleared by a hospital or other medical facility for admission.

23. A Psychiatrist shall visit the Center a minimum of once (1) a week for four (4) hours each visit, on a schedule, mutually agreed to by Contractor and Center. Emergency Psychiatric services available on a 24-hour basis for youngsters requiring immediate services at Contractor's facilities. Additional services required include:

- a. Admission screening interview upon entry to a specialized secure detention facility.
- b. If the interview results in an immediate referral, the youth must be assessed by a qualified mental health provider within 24 hours.
- c. Provide emergency behavioral health services.
- d. Assessments, observations, evaluations, diagnosis and treatment services shall be provided by qualified mental health professionals with a master's level or above.
- e. A suicide risk and prevention program, consistent with training approved by OCFS and SCOC. All specialized secure detention facility staff responsible for youth supervision shall be trained in the approved program, including the use of a cut down tool, and shall receive an annual suicide prevention refresher training.
- f. Assist the Department and the JDC to develop written policies and procedures, which shall be submitted to OCFS for approval, to govern behavioral health services.

24. Such other medical services as residents of the Center may require, on either an outpatient or inpatient basis, which the Contractor is equipped to provide.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **COVERAGE INDEPENDENTLY PROCURED BY INSURED**	CONTACT NAME: Client Services Insurance Dept.
	PHONE (AC No, Ext): (345) 949-7988 FAX (AC, No): (345) 949-7849
	E-MAIL: Cayman.certs@marsh.com
	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Nassau Health Care Corporation (Together with all other Insureds listed on the policy) 2201 Hempstead Turnpike East Meadow NY 11554	INSURER A: NHCC, Ltd. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2020 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		HPL 001-20-A	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HOSPITAL PROFESSIONAL LIABILITY - CLAIMS MADE			HPL 001-20-A	1/1/2020	1/1/2021	EACH CLAIM \$3,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named Additional Insured as their interest may appear under the terms and conditions of the above mentioned policy.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 1550 Franklin Ave. Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Administrator/DM <i>Marsh Management Services Cayman Ltd.</i>
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**Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>NASSAU HEALTH CARE CORPORATION DBA: NU HEALTH 2201 HEMPSTEAD TURNPIKE EAST MEADOW, NY 11554 PHONE: 516-572-6711 FEIN: XXXXX5690</p>	<p align="center">Business Applying For: Contract with Government Agency</p> <p>From: NYS OFFICE OF MENTAL HEALTH</p>
--	--

Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVER** for the following reason:
The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, JOHN MAHER, am the Treasurer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date: 6/28/2019
Exemption Certificate Number 2019-045446		Received June 27, 2019 NYS Workers' Compensation Board



**Workers'
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Nassau Health Care Corporation

WCB #: W840078

Tax ID #: 11-3465690

Qual Date: 9/29/1999

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the Workers'
Compensation Board this 9th day of April 2019.

KIM MCCARROLL
SECRETARY

Status Confirmed By
Office of Self Insurance

(518) 402-0247
SelfInsurance@wcb.ny.gov
4/9/2019

LAURA CURRAN
COUNTY EXECUTIVE

JOHN PLACKIS
DIRECTOR



NASSAU COUNTY PROBATION DEPARTMENT
400 COUNTY SEAT DRIVE
MINEOLA, NY 11501-4823

To: Robert Cleary, Chief Procurement Officer
From: Dominick DiMaggio Jr., Attorney III
Date: February 25, 2020
Subject: Nassau Health Care Corporation

Contract for Nassau Health Care Corporation (NHCC)

This memorandum is respectfully submitted to provide information relating to the Contract between Nassau County and Nassau Health Care Corporation (NHCC) covering (6) years of retroactive State mandated Health services provided to the Nassau County Juvenile Detention Center detainees. The Probation Department is seeking approval by the Legislature.

These contracts are funded 49% by New York State and 51% Nassau County. As a threshold matter, the Department respectfully acknowledges a delay in the routing of these contracts. When the Department's former Attorney retired in 2016, there was a gap in the processing of contracts in the "pipeline" pending execution. While the Department has been working on moving those contracts forward, there were several changes to the procurement forms for newly executed contracts, therefore it became necessary to have vendors submit revised forms since previously executed disclosure forms which were in the "pipeline" contained information which were outdated. The Department is committed to moving forward with its contracts in a timely fashion. As more fully set forth below, this contract is to pay for essential State mandated Health services already provided to detainees at the Nassau county Juvenile Detention center.

CONTRACT

There are (6) Years for the Nassau Health Care Corporation years 2013-2018:

1/1/13-12/31/13	\$4,835.00
1/1/14-12/31/14	\$17,673.00
1/1/15-12/31/15	\$8,658.00
1/1/16-12/31/16	\$8,382.00
1/1/17-12/31/17	\$4,859.00
1/1/18- 9/30/18	\$4,742.00

Total \$49,149.00



E-68-20

NIFS ID:CQPB2000008 Department: Probation

Capital:

SERVICE: Re-entry services for Parolees

Contract ID #:CQPB2000008 NIFS Entry Date: 12-MAR-20 Term: from 01-OCT-19 to 30-SEP-20

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Leadership Training Institute	Vendor ID#: 112239383
Address: 50 Clinton Street suite 607 , Hempstead NY 11550	Contact Person: Aster Meherteab
	Phone: 5164833400

Department:	
Contact Name: Dominick J. DiMaggio Jr.	
Address: 400 County seat Drive Mineola , NY 11501	
Phone: 516 571-1513	

Routing Slip

Department	NIFS Entry: X	13-MAR-20 -- DDIMAGGIO
Department	NIFS Approval: X	13-MAR-20 -- JPLACKIS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	24-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	13-MAR-20 -- SJACOB
County Atty.	Insurance Verification: X	13-MAR-20 -- AAMATO
County Atty.	Approval to Form: X	13-MAR-20 -- MMISRA
CPO	Approval: X	03-APR-20 -- KOHAGENCE

DCEC	Approval: X	03-APR-20 -- JCHIARA
Dep. CE	Approval: X	04-APR-20 -- TFOX
Leg. Affairs	Approval/Review: X	22-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Contractor will provide case management and operation of a program known as CRTF (Reentry Task Force). This project is designed to provide enhanced case management and direct support services to chemically dependent offenders returning to Nassau from the NYS prison system who present a significant risk to public safety and/or present with particularly difficult reintegration needs. Of particular attention will be the substance abuse treatment needs as well as employment and housing requirements.</p>
<p>Method of Procurement: Probation Pass through contract with a not for profit agency. Contractor's selection was dictated by the terms of a New York State grant (NYSDCJS contract # C523891). Contractor received a satisfactory evaluation. Continuity of care is a critical issue for this vulnerable population.</p>
<p>Procurement History: Since 2006, Nassau County has been the recipient of NYS Division of Criminal Justice Services (DCJS) funding to support its activities to deliver services, including enhanced case management and direct support services, to chemically dependent offenders returning to Nassau from the NYS prison system. Funding supports the activities of the Offender Reentry Task Force and provides direct services to offenders reentering the community. Direct services include enhanced case management, transportation, family reunification services, emergency housing, and provision of necessities packages. Services are provided via a contract with Leadership Training Institute (LTI), a local not-for-profit, community based agency. Project staffing includes a Task Force Coordinator and Case Manager Assistant.</p>
<p>Description of General Provisions: The contractor shall provide both case management and direct services to the identified population of returning ex-offenders. Case Management includes, but is not limited to, the following activities: Outreach, Engagement, Needs assessment, Individualized Service Plan, Information and Referral, Service delivery monitoring, Record keeping, Service delivery evaluation. Direct Services shall include: Authorization, disbursement and accounting for payment of transportation monies to eligible participants, Family Reunification Services, Necessities Packages and Emergency Housing.</p>
<p>Impact on Funding / Price Analysis: State Grant 100% (NYS DCJS)</p>
<p>Change in Contract from Prior Procurement: None</p>
<p>Recommendation: (approve as submitted) Approve as submitted</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	PBGR68X6NYS/D	\$ 190,000.00
Control:	68	Contract:			E500	\$ 0.00
Resp:	PB68-X9	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 190,000.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:						

RENEWAL	
% Increase	
% Decrease	3.8

Other	\$ 0.00
TOTAL	\$ 190,000.00

		\$ 0.00
		\$ 0.00
	TOTAL	\$ 190,000.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE PROBATION DEPARTMENT, AND LEADERSHIP TRAINING INSTITUTE, INC. (“LTI”)

WHEREAS, the County has negotiated a personal services agreement with LTI to provide case management and operation of the County Re-entry Task Force program, 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 LTI.



Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LI Alzheimer's and Dementia Ctr

2. Dollar amount requiring NIFA approval: \$705735

Amount to be encumbered: \$235245

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/2020-12/31/2022

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

X General Fund (GEN) Grant Fund (GRT)
Capital Improvement Fund (CAP) Federal % 211721
Other State % 0
County % 23524

Is the cash available for the full amount of the contract? N
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:

To execute a contract with Long Island Alzheimer& Dementia Ctr's Foundation under the Title III E of the Older Americans Act. Providing respite to caregiver of Alzheimer's patients and, at the same time, to provide cognitive stimulation and socialization to the patients. Certified home health care aides, trained in dementias, are sent to the patient's home, where they provide companionship and activities such as music, art, and physical exercise.

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 Not Applicable

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:

Table with 3 columns: Contract ID, Date, Amount. Row 1: CQHS19000090, 24-APR-19, 125,245.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

26-DEC-19

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

Y I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

N I certify that the bonding for this contract has been approved by NIFA.

NA Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

ADALESSIO

24-MAR-20

Authenticated User

Date

NIFA

Amount being approved by NIFA: 705735

Payment is not guaranteed for any work commenced prior to this approval.

CDREYER

08-APR-20

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Leadership Training Institute, Inc.

CONTRACTOR ADDRESS: 50 Clinton Street, Suite 607, Hempstead, NY 11550

FEDERAL TAX ID #: 112239383-01

Instructions: Please check the appropriate box (“”) after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on July 17, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 12, 2019. One (1) proposal was received and evaluated. The evaluation committee consisted of: Five members of the Nassau County Probation Department. The proposal was scored. As a result of the scoring the proposal was selected. (SEE ATTACHED RE-ENTRY TASK FORCE PROPOSAL EVALUATION SUMMARY)

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **SEE CONTRACT APPENDIX A FOR DESCRIPTION**
- C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

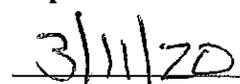
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

Re-Entry Task Force Proposal Evaluation Summary

Leadership Training Institute (LTI) was the only vendor responding to the RFP for the Re-Entry Task Force. LTI has a strong history of providing this type of service and to providing services to the population to be served. The Re-Entry Task Force will provide re-entry services to individuals released from prison in collaboration with the NYS Department of Corrections and Community Supervision. The task force prioritizes individuals assessed as moderate to high risk of recidivism and help them address their stabilization and criminogenic needs.

As concerns the single bid response, the RFP has been reviewed as regards to specifications being unduly restrictive. The specifications were in accordance with the criteria set forth by New York State Division of Criminal Justice Services, setting forth the grant criteria. The RFP was advertised in Newsday and posted on the County website, with the correct commodity code used. Re-Entry services are highly specialized services to a highly specialized population, i.e. individuals released from prison. Family and Children's Association has previously been awarded this contract but has declined to continue with the program.

Bid Analysis

Re-Entry Bid Analysis

	DiMaggio	Landsman	Plackis	Robbins	Schiliro	Cumulative Avg
Contract Requirements/Solution	20.00%	18.00%	20.00%	20.00%	20.00%	19.60%
Vendor Profile	8.00%	12.00%	10.00%	10.00%	10.00%	10.00%
Related Experience	40.00%	42.00%	45.00%	40.00%	45.00%	42.40%
Overall Cost	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%
Total Rank	83.00%	87.00%	90.00%	85.00%	90.00%	87.00%

LTI meets the criteria for the Task Force and their bid meets the grant requirements.



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?

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Dated: 12/16/2019 04:25:02 PM

Vendor: Leadership Training Inc.

Title: Chief Executive Officer



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 the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Dated: 12/16/2019 04:26:17 PM

Vendor: Leadership Training Inc.

Title: Chief Executive Officer

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: Aster Mehreteab
Date of birth: 11/22/1964
Home address: 22 Larkin Street
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
Country: US

Business Address: 50 Clinton Street, Suite 607
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country: US
Telephone: (516) 483-3400

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/15/2019</u>	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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Aster Mehreteab , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Aster Mehreteab , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Leadership Training Institute

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Chief Executive Officer

Title

12/16/2019 04:44:36 PM

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: Marvin Smith
Date of birth: 11/14/1943
Home address: 217 Feller Drive
City: Central Islip State/Province/Territory: NY Zip/Postal Code: 11722
Country: US

Business Address: Economic Opportunity Council of Suffolk, Inc.
City: 320 Carleton Avenue State/Province/Territory: NY Zip/Postal Code: 11722
Country: US
Telephone: 631 968-8000

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>07/15/2014</u>
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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Marvin Smith , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marvin Smith , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Leadership Training Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Marvin Smith [UMSINDISI93@OPTONLINE.NET]

Secretary

Title

12/26/2019 06:22:20 PM

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: Dr. Greta M Rainsford
Date of birth: 12/28/1936
Home address: 60 Long Drive
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550
Country: US

Business Address: none
City: none State/Province/Territory: NY Zip/Postal Code: 11550
Country: US
Telephone: 5164856238

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>11/30/2017</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Greta M. Rainsford, MD , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Greta M. Rainsford, MD , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Leadership Training Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Greta M, Rainsford [GONOWAY11@YAHOO.COM]

Board Chairman
Title

01/08/2020 11:56:53 AM
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: 06/27/2019

1) Proposer's Legal Name: Leadership Training Inc.

2) Address of Place of Business: 50 Clinton Street, Suite 607

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 060345683

5) Federal I.D. Number: 112239383

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:

8) Does this business control one or more other businesses?
YES NO If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES NO If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

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.

If conflict of interest arises, LTI will contact the Nassau County authorities.

1 File(s) Uploaded:

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

11/25/1970

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

LTI is a not-for profit organization. There are no persons who have a financial interest in LTI.

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

2 File(s) Uploaded:

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

23

- vi) Annual revenue of firm;

1270980

- vii) Summary of relevant accomplishments

LTI has been providing educational services for students confined at the Nassau County Juvenile Detention Center. In addition to educational programming, LTI has also offered cognitive behavioral programming and special skills training to help foster a learning environment for youth at the facility. Special activities such as music and art have been brought in to help youth decipher interests and goals that will help decrease recidivism as they return to community. At the school district level, LTI provides positive youth development strategies increasing and highlighting internal and external assets while, pairing youth with caring positive adult role models. Thus attending to the whole child, and ensuring measurable brighter outcomes.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

50

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Leadership Training Inc. (also know as Leadership Training Institute "LTI") was founded in 1968 as a minority-led community non-profit organization and has been granted tax-exempt status under Internal Revenue Code Section 501 (c)(3). The Organization is dedicated to helping children and families throughout Long Island.

LTI has served children, youth and families continuously for more than 50 years. LTI provides projects and programs designed to enhance the quality of life for individuals, families, communities at risk and to respond effectively to challenges in connection with education, employment, health and human services. Currently, LTI serves over 1500 clients annually.

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 Nassau County Juvenile Detention Center
Contact Person Laqueta Kennedy
Address 61 Carman Avenue
City Westbury State/Province/Territory NY
Country _____
Telephone (516) 571-9260
Fax # (516) 571-9690
E-Mail Address Nicole.aldi@dcjs.ny.gov

Company NYS DCJS
Contact Person Nicole Aldi
Address 80 South Swan Street
City Albany State/Province/Territory NY
Country _____
Telephone (518) 485-8457
Fax # (518) 485-2401
E-Mail Address Nicole.Aldi@dcjs.ny.gov

Company Roosevelt Union Free School District
Contact Person Dr. Nichelle L. Rivers
Address 240 Denton Place
City Roosevelt State/Province/Territory NY
Country _____
Telephone (516) 345-7074
Fax # (516) 345-7321
E-Mail Address nrivers@rufsd.org

I, Aster Mehreteab, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Aster Mehreteab, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Leadership Training Inc.

Electronically signed and certified at the date and time indicated by:
Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Chief Executive Officer
Title

12/16/2019 04:41:43 PM
Date



CONFLICT-OF-INTEREST STATEMENT

Reason for Statement

Leadership Training Institute, as a nonprofit, tax-exempt organization, depends on charitable contributions from the public. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the operations of LEADERSHIP TRAINING INSTITUTE first must fulfill all legal requirements. They also depend on the public trust and thus are subject to scrutiny by and accountability to both governmental authorities and members of the public.

Consequently, there exists between LEADERSHIP TRAINING INSTITUTE and its board, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of LEADERSHIP TRAINING INSTITUTE honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of LEADERSHIP TRAINING INSTITUTE. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with LEADERSHIP TRAINING INSTITUTE or knowledge gained there from for their personal benefit. The interests of the organization must have the first priority in all decisions and actions.

Persons Concerned

This statement is directed not only to board members and officers, but to all employees who can influence the actions of LEADERSHIP TRAINING INSTITUTE. For example, this includes all who make purchasing decisions, all other persons who might be described as "management personnel," and all who have proprietary information concerning LEADERSHIP TRAINING INSTITUTE.

Key Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- Persons and firms supplying goods and services to LEADERSHIP TRAINING INSTITUTE



Leadership Training Institute

- Persons and firms from whom LEADERSHIP TRAINING INSTITUTE leases property and equipment
- Persons and firms with whom LEADERSHIP TRAINING INSTITUTE is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Competing or affinity organizations
- Donors and others supporting LEADERSHIP TRAINING INSTITUTE
- Recipients of grants from LEADERSHIP TRAINING INSTITUTE
- Agencies, organizations, and associations that affect the operations of LEADERSHIP TRAINING INSTITUTE
- Family members, friends, and other employees

Nature of Conflicting Interest

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms. Such an interest might arise, for example, through

1. Owning stock or holding debt or other proprietary interests in any third party dealing with LEADERSHIP TRAINING INSTITUTE
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) by any third party dealing with LEADERSHIP TRAINING INSTITUTE
3. Receiving remuneration for services with respect to individual transactions involving LEADERSHIP TRAINING INSTITUTE
4. Using LEADERSHIP TRAINING INSTITUTE'S time, personnel, equipment, supplies, or good will other than for approved LEADERSHIP TRAINING INSTITUTE activities, programs, and purposes
5. Receiving personal gifts or loans from third parties dealing with LEADERSHIP TRAINING INSTITUTE. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.



Leadership Training Institute

Disclosure Policy and Procedure

Disclosure should be made according to LEADERSHIP TRAINING INSTITUTE standards. Transactions with related parties may be undertaken only if all of the following are observed:

1. A material transaction is fully disclosed in the audited financial statements of the organization;
2. The related party is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The organization's board has acted upon and demonstrated that the transaction is in the best interest of the organization.

Staff disclosures should be made to the chief executive (or if he or she is the one with the conflict, then to the designated committee), who shall determine whether a conflict exists and is material, and if the matters are material, bring them to the attention of the designated committee.

Disclosure involving directors should be made to the designated committee.

The board shall determine whether a conflict exists and is material, and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to LEADERSHIP TRAINING INSTITUTE. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of LEADERSHIP TRAINING INSTITUTE and the advancement of its purpose.

I HEREBY CONFIRM that I have read and understand LEADERSHIP TRAINING INSTITUTE's Conflict-of-Interest Policy.

Signature

Date

LEADERSHIP TRAINING INSTITUTE
Board of Directors

Board Member Name and Address	Position	Telephone No.
Greta M. Rainsford M.D. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Chair	(516)485-6238
Marvin Smith 50 Clinton Street, Suite 607 Hempstead, NY 11550	Secretary/Treasurer	(631)870-9963
Deborah Thomas 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)280-6361
William Glacken, Esq. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)287-5905
Rosetta B. Langlois 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)286-1874
J. Barrington Jackson 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)241-7370

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Leadership Training Institute

Address: 50 Clinton Street, Suite 607

City: Hempstead State: NY Zip Code: 11550

2. Entity's Vendor Identification Number: 11-2239383

3. Type of Business: Other (specify) LTI is a not-for-profit 501 (c) 3 organization

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):

1 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

LTI does not have shareholder/partners/members

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Dated: 12/16/2019 04:50:45 PM

Title: Chief Executive Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

LEADERSHIP TRAINING INSTITUTE
Board of Directors

Board Member Name and Address	Position	Telephone No.
Greta M. Rainsford M.D. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Chair	(516)485-6238
Marvin Smith 50 Clinton Street, Suite 607 Hempstead, NY 11550	Secretary/Treasurer	(631)870-9963
Deborah Thomas 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)280-6361
William Glacken, Esq. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)287-5905
Rosetta B. Langlois 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)286-1874
J. Barrington Jackson 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)241-7370

THIS AGREEMENT, dated as of _____, 201 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Probation, having its principal office at 400 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Leadership Training Institute Inc, a New York State not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 607, Hempstead, N.Y. 11550 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, the Department seeks to contract with a vendor agency to provide re-entry services to individuals released from prison and supervised by the NYS Department of Corrections and Community Supervision (DOCCS). The vendor will collaborate with the NYS Department of Corrections and Community Supervision (DOCCS) and community service providers to meet the needs of individuals returning to communities from state incarceration. Cognitive behavioral interventions and /or employment readiness programs will be delivered to facilitate individual change in thinking and behavior and increase the capacity to obtain and retain employment. CRTF coordinators and staff will work with DOCCS to identify participant stabilization needs, including but not limited to housing, social service benefits, employment, obtaining proper identification, and behavioral health, as well as medical treatment.

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from October 1, 2019 through September 30, 2020, subject to sooner termination as provided in this Agreement. The

Agreement may be renewed, at the discretion of the County, for four (4) additional one (1) year terms.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") shall include the case management and operation of programs known as the County Re-Entry Task Force (CRTF). These Services are more fully described in the Scope of Services, which is incorporated herein by reference and attached hereto as Appendix "A." Further to the foregoing, the Contractor shall comply with all terms and conditions of the New York State Division of Criminal Justice Services grant incorporated herein by reference and attached hereto as Appendix A.

3. Reporting.

(a) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(b) The Contractor shall electronically submit to the New York State Division of Criminal Justice Services (DCJS) a monthly report in a format approved by the Department and DCJS enumerating the following as outlined in Appendix B:

- 1) total number of individuals served during the month. (Each individual shall be identified by name, identifying number and date of referral;
- (2) total number of services provided to each individual by service type
- (3) referral date, opening date and closing date; and
- (4) other statistical information requested by the Department or required by DCJS which is relevant to the program's status and success.

c. The CRTF contract deliverables shall include:

- Conduct Case Conferencing for referred cases.
- Develop service plans to guide service coordination.
- Provide service coordination for a period of 30-120 calendar days, or as needed.

- Enroll and engage individuals in an approved CBI and/or employment readiness program, as outlined in Appendix B: DCJS Pre-Approved Cognitive Behavioral and Employment Readiness Curricula.
- Ensure that those enrolled and engaged in a CBI and/or an employment readiness program successfully complete whenever possible.

(d) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department or required by DCJS during the term of this Agreement to ensure compliance with this Agreement.

4. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed **One-Hundred Ninety Thousand Dollars 00/100 (\$190,000.00) Dollars.** Payment to the Contractor shall be made monthly, in arrears, on a reimbursement basis, for expenses approved by the Department which have been incurred in accordance with the attached Line-Item Budget. The Contractor shall request reimbursement for such expenses by submitting standard County claim forms that have been duly certified by the Contractor and approved by the Department, and filed in the Office of the Comptroller of the County. The Contractor is authorized to reallocate funds in the Line-Item Budget only with the advance written approval of the Department. However, even in the event of a reallocation of funds approved by the Department, the Maximum Amount shall remain unchanged. The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for activity or expense not provided for in this Agreement or which exceeds the Maximum Amount.

Payment shall be made as follows:

- (i) The invoices shall be paid monthly, in arrears, on a reimbursement basis only after a demonstration of an actual cash expenditure, in accordance with the Line-Item Budget annexed hereto as Appendix C. Under no circumstances will a claim be recognized if submitted on an accrual basis. All payments hereunder shall be made upon the submission of standard County claim forms certified by the Contractor, approved by the Department, and filed with the Comptroller of the County.
- (ii) Payment of Indirect Costs section of Appendix C shall be made in equal monthly installments in arrears.
- (iii) Within sixty (60) days of the termination of this Agreement, or on an annual basis within sixty (60) days of the first day of the new contract term if the County elects to renew or extend this Agreement, a complete and final accounting of the monies under this

Agreement by the Contractor shall be submitted to the Department and the Comptroller of the County, together with a refund of excess payments by the County, if any.

- (iv) The payment of one-time salary enhancements or bonuses is not permitted under this Agreement and, if claimed, will be disallowed.
- (v) Claims submitted must contain supporting documentation for each expenditure claimed (i.e. cancelled checks and/or bank statements) showing that the expenditure was actually paid by the vendor. This is a vendor requirement by the county Comptroller's Office.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month by the tenth (10th) of the month. Payment claims must bear an original signature of an authorized official or staff member of the Contractor and be submitted to the Department.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: the provision of the Services is contingent upon funding through the Grant. The Department has the unilateral right to discontinue the Services upon the termination or impending termination of funding for the Services. The Department reserves the unilateral right to adjust or discontinue the Services if the afore mention Grant is only partially funded, either at the inception of the Grant period or if funding is curtailed, discontinued or reduced during the term of the Grant.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

5. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. 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.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended and all rules and regulations promulgated thereunder, conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Agreement, attached hereto as Exhibit A, Appendices B, EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. (i) Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357. The Contractor shall comply with Section 33.13 of the Mental Hygiene Law (governing confidentiality). (ii) The Contractor and its Contractor Agents shall comply with all applicable federal and State statutes and regulations relating to the maintenance and dissemination of confidential information

including, but not limited to, sections 21, 111, 136, 168.7, 367-b, 369, 349-a(1), 372, 373-a, 409, 409-a, 412, 422, 422-a, 444, 459-g and 473-e of the Social Services Law; section 501-c of the Executive Law; Article 6, 18 and 27-F of the Public Health Law; 9 NYCRR sections 164.7 and 168.7; sections 22.05[b] and 33.13 of the Mental Hygiene Law; and 18 NYCRR sections 347.19, 357, 357.3, 357.4, 421.2, 423, 423.7, 431.7, 432, 432.7, 441.7, 452.10, 457.16, 462.9, 465.1 and 655.1; section 114 of the Domestic Relations Law, the confidentiality of alcohol and drug abuse patient records as published in the Federal Register, August 10, 1987, 42 CFR, Part 2, Vol. 52, No. 110; Section 290-299 of the Executive Law and the Civil Rights Law of New York State; and the rules regarding the use of HIV/AIDS information at 18 NYCRR section 360-8.1 and 10 NYCRR section 63.

(ii) The provisions of this paragraph shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in

the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"),

which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Work Performance Liability.

(a) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all

of the work contemplated by this Agreement, and even if the use of such partners or subcontractors has been approved by the County.

(b) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(c) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(d) The Contractor shall comply with the insurance requirements, as provided in the Insurance Section 9(b).

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of the Department (the "Director"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the

notice given to the Director shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Director.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Director in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

16. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lay or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non- conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Director at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

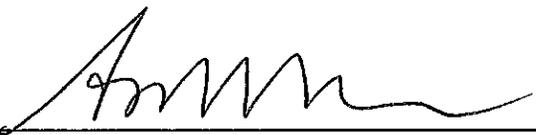
22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement and agree to be bound by its terms as of the first date written above.

LEADERSHIP TRAINING INSTITUTE

By:  _____
Name: Aster Mehreteab
Title: Chief Executive Officer
Date: 9/26/19

NASSAU COUNTY

By: _____
Name: _____
Title: Chief Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

124468

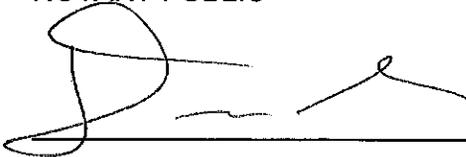
STATE OF NEW YORK)

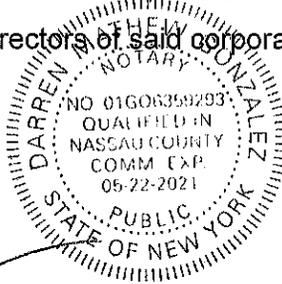
)ss.:

COUNTY OF NASSAU)

On the 26 day of September in the year 2019 before me personally came Aster Mehmeteb 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 Chief Executive Officer of Leadership Training Institute, 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 201 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she **is a Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

Appendix: CRTF Work Plan Template

Objectives and Required Tasks

GOAL FOR STATEWIDE PLAN FOR CRTF PROGRAMS

The primary goal of the CRTF program is to reduce offender recidivism. It is expected that CRTF participants will be more successful in reintegrating into the community having received effective service planning and coordination, increased access to cognitive behavioral interventions and/or job- readiness programs, and sustained support during the critical period of re-entry.

The CRTFs will establish and maintain a quality county-based service delivery system to address criminogenic and stabilization needs of individuals released from prison.

Each CRTF will build or maintain capacity for a continued schedule of cognitive behavioral interventions (CBI) and/or employment readiness services to CRTF participants so that services are available throughout the year.

Objective #1: Case Conferencing

Conduct case conference for each eligible participant referred to the CRTF. Eligible participants include those assessed as DOCCS Supervision Level 1, 2, or 3, or other special populations defined in the DCJS CRTF Guidance Document.

Tasks:

1. CRTF will convene bi-weekly meetings of the Case Conferencing Committee to review referred cases.
 - Prior to Case Conferencing each potential participant, the CRTF will receive from DOCCS the CRTF referral form, a signed consent form, and the Community Prep Packet.
2. At the Case Conference, the CRTF and DOCCS staff will:
 - Review the case plan provided by DOCCS; and
 - Discuss referrals for services and CBI and/or employment readiness programming.

Case File Documentation:

1. Community Prep Packet;
2. Consent Form signed by participant
3. Any additional needs/responsivity assessments, as applicable

Required Reporting in the Community Corrections Data Submission (CCDS) application:

1. Date of case conference

Objective #2: Intake and Service Plan Completion

Conduct intake and prepare service plan on agreed upon number of individuals

Tasks:

1. During the Intake appointment with the participant present, CRTF staff will:
 - Review all available participant information
 - Discuss benefits of service coordination
 - Identify the needs to be addressed
 - Review the expectations of CRTF participation

2. CRTF staff will:
 - Make service referrals, as agreed during case conference;
 - Maintain a record of the services to which the participant is referred;
 - Ensure that all consents for release of information are signed.

3. The CRTF will prepare a written plan for service coordination that includes:
 - Service coordination start date;
 - The anticipated length of service coordination (typically 30-120 days)
 - Services to which the parolee will be referred or will receive provided by the CRTF, including the name of each provider

4. CRTF staff and the participant will sign and date the service coordination plan and provide a copy to the parole officer.

Case File Documentation:

1. Copy of the service coordination plan, dated and signed by participant;
2. Referrals to services and/or transitional employment (if applicable);
3. Consents to release information (if applicable)

Required Reporting in CCDS application:

1. Date service plan approved

Objective #3: Service Coordination (30-120 days, or longer)

Provide quality service coordination to the agreed number of CRTF participants

Tasks:

1. CRTF staff will meet with the participant on an as needed basis, based on the degree/intensity of service coordination.
2. CRTF staff will periodically review the service coordination plan (at least every 30-45 days) and will communicate with service providers to assess progress.
3. CRTF staff will modify the service coordination plan, as needed, and provide a copy of revised service coordination plan to the parole officer.
4. Prior to conclusion of service coordination, the CRTF staff must review the status of the service coordination plan and prepare an CRTF Exit Summary for parole staff and the participant.

- a. Exit summaries should include: the end date of CRTF service coordination, a list of services that were provided and by whom, a summary of the progress made by the participant throughout service coordination, completion status of referral services, and any needs that require a referral to additional service providers.

Case File Documentation:

1. Case notes documenting periodic service coordination reviews, with dates and parties involved.
2. Documentation that indicates:
 - Date of referral to service(s);
 - The start and end date of the service(s) received; and
 - Notes to indicate progress or completion status, as applicable.

Required Reporting in CCDS application:

1. Date service coordination is initiated. (Note: This date should only be reported if the CRTF has met with the parolee to finalize and sign the service plan.)
2. Date service coordination ends. (Note: This should reflect the date the Exit Summary is provided to Parole.)

Objective #4: Enrollment and Completion in Cognitive Behavioral Intervention and/or Employment Readiness Training

Enroll and engage CRTF participants in Cognitive-Behavioral Intervention (CBI) programs and/or an Employment Readiness (ER) programs. (*Name of curriculum will be inserted. Intended number of individuals to be enrolled will be inserted. Intended number of individuals to be completed will be inserted here*).

(For grantees delivering more than one curriculum the objective above may be duplicated to add additional curricula).

Tasks:

- Conduct CBI and/or ER programs using certified facilitators and with fidelity to the model.
- Enroll and engage participants in a CBI and/or in an ER program.
- Document CBI and/or ER attendance with attendance rosters, including dates, times, and participant sign-ins for each module/session.
- Work with participants to make-up missed modules/sessions prior to the next session.

Case file documentation:

1. Referral form for CBI and/or ER;
2. Class/session attendance sheets;
3. Case notes pertaining to make-up sessions;
4. Completion certificate for CBI and/or ER

Required Reporting in CCDS application:

1. CBI/ER enrollment date;
2. CBI/ER completion date.

Objective #5: Bimonthly CRTF Meetings

Hold bi-monthly meetings. Invitees should include DOCCS Parole and Re-Entry staff, DCJS staff, Commissioner of Social Services or designee, mental health, Health Homes, and other services.

Tasks:

- A comprehensive agenda will be sent electronically to all invitees at least one week prior to the meeting date. The agenda will include:
 - Year to date outcomes and achievements will be included in the agenda
 - A discussion should take place related to any barriers or obstacles experienced by CRTF staff or referred services
- Circulate attendance sheet for attendees to sign; provide attendance sheet to DCJS staff.

Documentation:

1. Agenda and meeting minutes
2. Attendance sheets for each meeting

Objective #6: Community Outreach and/or Public Education

Engage members of the community, including formerly-incarcerated individuals and their families, in building a comprehensive re-entry system through community education and outreach efforts.

Tasks:

- Organize community events to strengthen the local re-entry system. These events may include public awareness campaigns, community forum discussions, job/resource fairs, conferences, social media, publication of informational materials or advertising.
- Educate the public about re-entry services available through CRTF and partner organizations.

Documentation:

1. Copies of advertising materials (flyers, social media announcements, advertising, etc.)
2. Copies of distributed materials (posters/pamphlets, literature, etc.)

Objective #7: Distance Learning Modules

Each CRTF Coordinator and staff will complete the DCJS Distance Learning Modules within 6 months of contract execution or within 6 months of staff hiring date.

Tasks:

- CRTF staff will complete all distance learning modules
- CRTF Coordinator will track staff completion of modules

Documentation:

1. Written attestation of completion of Distance Learning Modules for each staff member

Qualifications for CRTF Coordinator

Appendix: Standardized Credentials--Recommended Qualifications for CRTF Coordinator

Supervision and direction of the CRTF Coordinator is the responsibility of the implementing agency.

Minimum Qualifications

1. Education and Experience:
 - a. Associate degree in criminal justice **and** five years' experience working with the criminal justice population
 - OR
 - b. bachelor's degree in criminal justice, social work, psychology or related field **and** three years' experience working with the criminal justice population
2. Strong verbal, written communication skills and organizational skills
3. Demonstrate knowledge of community-based service organizations
4. Demonstrate ability to coordinate service delivery in a multidisciplinary environment which provides services to ex-offenders
5. Demonstrate ability to work as a member of a service coordination team
6. Demonstrate proficiency with computer applications specifically knowledge of Microsoft Office software applications such as Word and Excel
7. Demonstrate ability to work in a fast-paced work environment
8. Strong time management skills and ability to prioritize tasks necessary to accomplish goals

B. Preferred Qualification

1. Knowledge of the Transition from Prison to Community Model and Evidence Based Principles

C. Other Requirements

1. Candidate will be subject to background investigation
2. Candidate will be required to disclose associations and/or family members under the supervision of parole or probation or currently incarcerated
3. Representative(s) of DOCCS (Parole) will be on the interview committee, where feasible.

Appendix "A"

Objective #1: Case Conferencing

Conduct case conference for each eligible participant referred to the CRTF. Eligible participants include those assessed as DOCCS Supervision Level 1, 2, or 3, or other special populations defined in the DCJS CRTF Guidance Document.

Tasks:

- CRTF will convene bi-weekly meetings of the Case Conferencing Committee to review referred cases.
 - Prior to Case Conferencing each potential participant, the CRTF will receive from DOCCS the CRTF referral form, a signed consent form, and the Community Prep Packet.
- At the Case Conference, the CRTF and DOCCS staff will:
 - Review the case plan provided by DOCCS; and
 - Discuss referrals for services and CBI and/or employment readiness programming.

Case File Documentation:

4. Community Prep Packet;
5. Consent Form signed by participant
6. Any additional needs/responsivity assessments, as applicable

Required Reporting in the Community Corrections Data Submission (CCDS) application:

1. Date of case conference

Objective #2: Intake and Service Plan Completion

Conduct intake and prepare service plan on agreed upon number of individuals

Tasks:

- During the Intake appointment with the participant present, CRTF staff will:
 - Review all available participant information
 - Discuss benefits of service coordination
 - Identify the needs to be addressed
 - Review the expectations of CRTF participation
- CRTF staff will:
 - Make service referrals, as agreed during case conference;
 - Maintain a record of the services to which the participant is referred;
 - Ensure that all consents for release of information are signed.
- The CRTF will prepare a written plan for service coordination that includes:
 - Service coordination start date;

- The anticipated length of service coordination (typically 30-120 days)
 - Services to which the parolee will be referred or will receive provided by the CRTF, including the name of each provider
- CRTF staff and the participant will sign and date the service coordination plan and provide a copy to the parole officer.

Case File Documentation:

7. Copy of the service coordination plan, dated and signed by participant;
8. Referrals to services and/or transitional employment (if applicable);
9. Consents to release information (if applicable)

Required Reporting in CCDS application:

1. Date service plan approved

Objective #3: Service Coordination (30-120 days, or longer)

Provide quality service coordination to the agreed number of CRTF participants

Tasks:

5. CRTF staff will meet with the participant on an as needed basis, based on the degree/intensity of service coordination.
6. CRTF staff will periodically review the service coordination plan (at least every 30-45 days) and will communicate with service providers to assess progress.
7. CRTF staff will modify the service coordination plan, as needed, and provide a copy of revised service coordination plan to the parole officer.
8. Prior to conclusion of service coordination, the CRTF staff must review the status of the service coordination plan and prepare an CRTF Exit Summary for parole staff and the participant.
 - a. Exit summaries should include: the end date of CRTF service coordination, a list of services that were provided and by whom, a summary of the progress made by the participant throughout service coordination, completion status of referral services, and any needs that require a referral to additional service providers.

Case File Documentation:

- Case notes documenting periodic service coordination reviews, with dates and parties involved.
- Documentation that indicates:
 - Date of referral to service(s);
 - The start and end date of the service(s) received; and
 - Notes to indicate progress or completion status, as applicable.

Required Reporting in CCDS application:

10. Date service coordination is initiated. (Note: This date should only be reported if the CRTF has met with the parolee to finalize and sign the service plan.)

11. Date service coordination ends. (Note: This should reflect the date the Exit Summary is provided to Parole.)

Objective #4: Enrollment and Completion in Cognitive Behavioral Intervention and/or Employment Readiness Training

Enroll and engage CRTF participants in Cognitive-Behavioral Intervention (CBI) programs and/or an Employment Readiness (ER) programs. *(Name of curriculum will be inserted. Intended number of individuals to be enrolled will be inserted. Intended number of individuals to be completed will be inserted here).*

(For grantees delivering more than one curriculum the objective above may be duplicated to add additional curricula).

Tasks:

9. Conduct CBI and/or ER programs using certified facilitators and with fidelity to the model.
10. Enroll and engage participants in a CBI and/or in an ER program.
11. Document CBI and/or ER attendance with attendance rosters, including dates, times, and participant sign-ins for each module/session.
12. Work with participants to make-up missed modules/sessions prior to the next session.

Case file documentation:

5. Referral form for CBI and/or ER;
6. Class/session attendance sheets;
7. Case notes pertaining to make-up sessions;
8. Completion certificate for CBI and/or ER

Required Reporting in CCDS application:

1. CBI/ER enrollment date;
2. CBI/ER completion date.

Objective #5: Bimonthly CRTF Meetings

Hold bi-monthly meetings. Invitees should include DOCCS Parole and Re-Entry staff, DCJS staff, Commissioner of Social Services or designee, mental health, Health Homes, and other services.

Tasks:

- A comprehensive agenda will be sent electronically to all invitees at least one week prior to the meeting date. The agenda will include:
 - Year to date outcomes and achievements will be included in the agenda
 - A discussion should take place related to any barriers or obstacles experienced by CRTF staff or referred services
- Circulate attendance sheet for attendees to sign; provide attendance sheet to DCJS staff.

Documentation:

12. Agenda and meeting minutes
13. Attendance sheets for each meeting

Objective #6: Community Outreach and/or Public Education

Engage members of the community, including formerly-incarcerated individuals and their families, in building a comprehensive re-entry system through community education and outreach efforts.

Tasks:

13. Organize community events to strengthen the local re-entry system. These events may include public awareness campaigns, community forum discussions, job/resource fairs, conferences, social media, publication of informational materials or advertising.
14. Educate the public about re-entry services available through CRTF and partner organizations.

Documentation:

- Copies of advertising materials (flyers, social media announcements, advertising, etc.)
- Copies of distributed materials (posters/pamphlets, literature, etc.)

Objective #7: Distance Learning Modules

Each CRTF Coordinator and staff will complete the DCJS Distance Learning Modules within 6 months of contract execution or within 6 months of staff hiring date.

Tasks:

9. CRTF staff will complete all distance learning modules
10. CRTF Coordinator will track staff completion of modules

Documentation:

1. Written attestation of completion of Distance Learning Modules for each staff member

Qualifications for CRTF Coordinator

Appendix: Standardized Credentials–Recommended Qualifications for CRTF Coordinator

Supervision and direction of the CRTF Coordinator is the responsibility of the implementing agency.

• **Minimum Qualifications**

- Education and Experience:
 - Associate degree in criminal justice **and** five years' experience working with the criminal justice population
 - OR
 - bachelor's degree in criminal justice, social work, psychology or related field **and** three years' experience working with the criminal justice population
- Strong verbal, written communication skills and organizational skills
- Demonstrate knowledge of community-based service organizations

- Demonstrate ability to coordinate service delivery in a multidisciplinary environment which provides services to ex-offenders
 - Demonstrate ability to work as a member of a service coordination team
 - Demonstrate proficiency with computer applications specifically knowledge of Microsoft Office software applications such as Word and Excel
 - Demonstrate ability to work in a fast-paced work environment
 - Strong time management skills and ability to prioritize tasks necessary to accomplish goals
- **Preferred Qualification**
 - Knowledge of the Transition from Prison to Community Model and Evidence Based Principles
- **Other Requirements**
 - Candidate will be subject to background investigation
 - Candidate will be required to disclose associations and/or family members under the supervision of parole or probation or currently incarcerated
 - Representative(s) of DOCCS (Parole) will be on the interview committee, where feasible.

Appendix B

County Re-entry Task Force (CRTF) Program Goals and Objectives

The primary goal of the CRTF program is to reduce offender recidivism. It is expected that CRTF participants will be more successful in reintegrating into the community having received effective service planning and coordination, increased access to cognitive behavioral interventions and/or job-readiness programs, and sustained support during the critical period of re-entry.

The CRTFs will establish and maintain a quality county-based service delivery system to address the needs of individuals released from prison.

Each CRTF will build or maintain capacity for a continued schedule of cognitive behavioral interventions (CBI) and/or employment readiness services to CRTF participants so that services are available throughout the year.

1. CRTF Purpose:

DCJS will work with each CRTF to determine the number of individuals to be served. Target numbers for the 2019-2020 contract year should allow a high-quality intervention to be delivered to as many participants as reasonable, given anticipated release numbers. CRTFs should consider the following when proposing the number served:

- a. the number of intakes served in prior years (see Appendix: *CRTF Intake Achievements 2016-2017 and 2017-2018*);
- b. the number of eligible individuals released from DOCCS and returned to their county in 2018 under community supervision (see Appendix: *2018 DOCCS Parole Releases by County and Supervision Level* and Appendix: *DOCCS 20+ year data*)

The CRTF contract deliverables shall include:

- Conduct Case Conferencing for referred cases.
- Develop service plans to guide service coordination.
- Provide service coordination for a period of 30-120 calendar days, or as needed.
- Enroll and engage individuals in an approved CBI and/or employment- readiness program, as outlined in Appendix: *DCJS Pre-Approved Cognitive Behavioral and Employment Readiness Curricula*.
- Ensure that those enrolled and engaged in a CBI and/or an employment readiness program successfully complete whenever possible.

B. CRTF Program Model Requirements

There are four components of the CRTF program model. DCJS will provide guidance and technical assistance to the CRTF's with respect to development of the work plan and program/services.

1. Case Conferencing:

CRTF Case Conferencing is defined as a formal, planned and structured event with interdisciplinary professionals held every two weeks to develop a service coordination plan for consenting persons released from incarceration. CRTFs use Case Conferences to review documents and information provided by DOCCS regarding a participants' stabilization and criminogenic needs. Case Conferencing can be used to identify or clarify issues regarding client needs and goals; to establish roles and responsibilities for those involved with each participant; to identify strategies to overcome barriers for active CRTF participants' progress, and to make adjustments to active service coordination plans. Case Conferences are used for pre-release and post-release planning and for pre-release in-reach with correctional facilities. Case Conferences are documented in the participant's record.

The CRTF coordinator should work with DOCCS to develop a process by which eligible participants are referred for Case Conferencing in advance of their projected DOCCS release date in order to provide sufficient time to identify the appropriate services needed.

CRTF coordinators should convene the Case Conferencing committee bi-weekly to review potential referrals to the CRTF. Prior to Case Conference, a signed participant consent form must be provided to the CRTF. CRTFs should develop and maintain a system which allows most cases to be conferenced prior to an individual's release from prison whenever possible.

Members of the Case Conferencing Committee should include the CRTF Coordinator, parole staff, and primary service providers such as the Department of Social Services (DSS), mental health, substance abuse services, housing services, veterans, and any relevant providers who serve special populations (i.e. sex offender treatment, and Health Homes). During the Case Conference, the following should be addressed for each potential CRTF participant:

- Review the COMPAS Re-Entry narrative, legacy bar chart, and case plan with goals created by Offender Rehabilitation Coordinator (ORC) with inmate's input while at facility;
- Determine the criminogenic and stabilization needs to be addressed; and
- Discuss the services to be provided and document the services in the CRTF participant's service coordination plan

2. Intake and Re-Entry Service Coordination Plan:

Intake is defined as the initial in-person appointment between CRTF staff and the participant. During the intake appointment, CRTF staff will provide a brief orientation of the CRTF program, provide expectations of CRTF participation, review the DOCCS case plan, and discuss the benefits of service coordination for identified needs. The re-entry service coordination plan includes the identified criminogenic and stabilization needs, recommended services, and pertinent information that impact the delivery of services based on a participant's individual strengths, challenges and identified preferences. Service coordination plans should be structured to reflect realistic goals. All scheduled appointments and/or ongoing requirements should be reasonable and able to be accomplished.

CRTFs must finalize the re-entry service coordination plan to address the participant's stabilization and criminogenic needs.

- The Intake appointment is an in-person meeting between the CRTF participant and the CRTF Coordinator or staff. The Parole Officer should be invited to attend this initial meeting. In cases where a pre-release Case Conference is held, the Intake appointment should occur within one week of an individual's release from prison.
- The CRTF Coordinator or staff will work with the CRTF participant to develop and finalize the re-entry service coordination plan.
- A copy of the re-entry service coordination plan signed by the participant will be provided to the parole officer as well as the participant.

The re-entry service coordination plan should focus on the participant's most immediate needs, which should be targeted within the first several months after release. The list of services below is meant to provide examples of such services:

- a) Housing: Assist in obtaining housing, such as parole stabilization housing, residential treatment centers, halfway houses, DSS-subsidized housing, and private residences. May include coordination with DSS and NYC HSA;
- b) Local and Federal Social Services Assistance: Assist in obtaining social services, such as Social Security Insurance, Social Security Disability, food stamps, Medicaid, child support enforcement services, and TANF;
- c) Employment: Assist in obtaining employment or employment programs/services, such as employment readiness, Career Centers, Department of Labor, ACCES/Vocational Rehabilitation (VR), transitional employment, and temporary employment agencies;

d) Education: Assist in pursuing education and vocational services, such as Test Assessing Secondary Completion, high school equivalency, educational programs and/or vocational training programs (e.g. SUNY Attain Labs, etc.);

e) Cognitive Behavioral Interventions (CBI) Programs: Assist in enrolling participants in DCJS approved CBI programs;

f. Behavioral Health Treatment: Assist in obtaining chemical dependency treatment, mental health treatment and sex offender treatment;

g. Mentoring Services: Assist in obtaining peer support and/or mentoring services;

h. Health Homes: Assist in accessing health care managers-service coordinators; and

i. Medical treatment services.

3. Service Coordination:

Service Coordination is defined as the interaction between the CRTF and the individual to support participation and progress in services identified in the re-entry service coordination plan. CRTF staff should be in regular communication with participants. These contacts may be in-person when necessary, and may also be via phone calls, text messages and emails as appropriate. When there is a need for an in-person meeting, CRTFs should make use of existing Parole reporting days.

Tasks associated with service coordination should include making and scheduling appointments and following-up with direct service providers to ensure participants are receiving services indicated in the service plan.

While service coordination is expected to last between 30-120 days for most participants, the duration of service coordination will be determined by each participant's unique risk and needs.

Once it is determined by the CRTF Coordinator and Parole Officer that service coordination is complete, an exit summary is prepared and shared with the Parole Officer. An exit summary document reflects the participant's progress in their individual service coordination plan. A copy of the exit summary is maintained in the CRTF participant's file.

4. Cognitive Behavioral Interventions and Employment Readiness Services:

CRTFs will be expected to provide a Cognitive-Behavioral Intervention (CBI) and/or an Employment-Readiness curriculum to participants. CRTFs are encouraged to select one or more of the DCJS approved CBI or Employment-Readiness curricula and develop a regular schedule by which these interventions will be routinely available to

participants throughout the contract year. If a CRTF seeks to provide another CBI or Employment-Readiness curricula, the programs must be approved by DCJS. See Appendix: *DCJS Pre-Approved Cognitive Behavioral and Employment Readiness Curricula* for more information.

C. CRTF Target Population

CRTF's should target individuals designated by DOCCS as Supervision Level 1, 2, or 3 cases. Special populations who are Supervision Level 4 may be served, regardless of supervision level, as these individuals have needs that require services. Special populations include:

- Women with high service needs;
- Adolescents and juvenile offenders on parole or recently released from an Office Children and Family Services (OCFS) residential facility;
- Persons with mental illness or developmental disabilities, severe medical issues or those with hearing, visual or physical impairments;
- Long-term Incarcerated Individuals – those released who have been incarcerated for 20 years or more; and
- Individuals who have violated parole and were re-released.

D. CRTF Structure

1. CRTF Membership

Each CRTF is led by Co-Chairs representing the County and DOCCS. This ensures effective coordination of services and support for successful re-entry. Each CRTF is required to maintain a full-time Re-entry Coordinator who is responsible for managing the day-to-day operations for delivery of services to the targeted population. CRTFs seek to increase the community's service capacity to assist individuals released from state incarceration. It is expected that the CRTF will continue to engage community providers not on the task force to build local capacity and maximize the availability of services for participants.

The full CRTF meets bi-monthly to review program progress, identify gaps in service delivery systems, and identify new service providers. The membership may vary by county or agency, as the needs of returning individuals and available system resources differ across jurisdictions. The CRTF members should support the primary goal to reduce offender recidivism and increase public safety. In addition to Co-chairs and CRTF staff, bi-monthly meeting membership should include, but is not limited to:

- County Social Services Commissioner or designee (REQUIRED) - In NYC, Department of Homeless Services and Human Resource Administration;

- County health, mental health, motor vehicles, probation, veterans' services, district attorney's office, court representatives, and/or the county legislature;
- State representatives from Office of Alcohol and Substance Abuse Services (OASAS) Field Office, Adult Career and Continuing Education Services/Vocational Rehabilitation District Offices (ACCES-VR), Office of Mental Health, Economic Development Councils, SUNY Educational Opportunity Centers;
- State Department of Labor's Career Center and County Workforce Investment Boards;
- Direct service providers and community-based organizations (with particular emphasis on those who (a) utilize a cognitive-behavioral approach to treatment services; (b) deliver services which address criminogenic needs; (c) deliver services which address significant stabilization needs; and (d) provide job readiness assistance.);
- Law enforcement officials affiliated with the Gun Involved Violence Elimination Initiative (GIVE), and regional Crime Analysis Centers (CACs), and/or SNUG, if appropriate;
- Individual(s) formerly under DOCCS supervision;
- Victim advocacy organization(s);
- Local housing authority and programs;
- Local research partners, educators and academia;
- Representatives from the business community;
- Health Homes providers; and
- Mentoring and Peer Support services.

2. CRTF Leadership

CRTFs are led by the County Co-chair and the DOCCS Co-chair. The CRTF Co-chairs oversee the CRTF program and the Coordinator, to ensure task force functions are performed with full support from DOCCS and community-based service providers. Co-Chairs should attend all CRTF bi-monthly meetings.

- **County Co-chair**

The County Co-chair is the chief elected official or his/her designee, which may include a representative from an administrative agency or entity. This can include the Commissioner of Social Services, Director of Probation, Commissioner of Health/Mental Health, District Attorney, as well as the Chair of a Criminal Justice Advisory Board, Alternatives to Incarceration Advisory Board, or county legislature.

- **DOCCS Co-chair**

The DOCCS Co-chair is designated by the DOCCS Commissioner or designee. The DOCCS Co-chair ensures coordination between DOCCS facility staff, DOCCS field staff and the CRTF. The DOCCS Co-chair will ensure that a sufficient number of referrals are made to the CRTF.

3. CRTF Coordinator

The CRTF Coordinator oversees the day-to-day functions of the CRTF. Specifically, the Coordinator is required to ensure that all tasks and activities below are conducted by CRTF staff:

- Facilitate engagement of state and local partners in the CRTF to ensure the availability of benefits, services, and community-level support for re-entry;
- Assist in developing individual re-entry service plans;
- Develop a working knowledge of local community services;
- Provide quality service coordination to ensure participants are receiving needed services deemed critical for success;
- Conduct re-entry service plan reviews, with CRTF participants, and document progress; include Parole officers when possible;
- Ensure the delivery of CBI and/or employment readiness services as outlined in the work plan;
- Coordinate bi-weekly Case Conference meetings and provide a schedule to DCJS of these meetings upon request;
- Schedule bi-monthly meetings of the CRTF;
- Ensure DCJS is notified of all bi-monthly CRTF meetings with an agenda a week prior to the meeting;
- Following each bi-monthly CRTF meeting, submit to DCJS an attendance roster and minutes of the meeting within a week following the meeting;
- Advise members about the CRTF's role as a referral service designed to link returning individuals to necessary services;
- Serve as the primary liaison with DOCCS to receive appropriate referrals;
- Serve as a liaison between the CRTF and DCJS;
- Ensure completion and submission of all required reports to DCJS by established due dates;
- Promptly notify DCJS Office of Probation and Correctional Alternatives (OPCA) re-entry unit staff and CRTF Co-chairs of any barriers, limitations or obstacles to providing services to participants and submit a performance improvement plan to address such concerns;
- Ensure prompt notification to DCJS and Co-chairs of any critical incidents involving CRTF operations, including its members or staff, specific programmatic services, and/or CRTF participants, as well as any negative media reports;
- Organize and deliver outreach and educational events; and
- Monitor performance targets and ensure appropriate documentation and reporting to DCJS.

4. CRTF Bi-Monthly Meeting and Agendas

CRTF meeting agendas must include a discussion of year-to-date outcomes and achievements as outlined in the contract work plan. A copy of the agenda should be submitted to DCJS one week in advance of each bi-monthly meeting. Upon completion of the meeting, CRTF should provide a copy of the signed attendance sheet to DCJS.

The meeting space should be suitable to engage all members and foster open discussion. The space should have phone conferencing capability.

5. Case Conference Committee

The Case Conference Committee meets bi-weekly and includes DOCCS staff, the CRTF Coordinator, and may include the Commissioner or his/her Designee from county social services, county mental health, Health Home representatives, as well as other direct service providers. Contingent upon the consent provided by a prospective participant, the Committee will conference cases prior to the individual's release date whenever possible.

The County Re-entry Task Force Referral Form is used by DOCCS to refer eligible participants to the Coordinator. The Community Prep Packet is provided by DOCCS for the purposes of conducting a Case Conference to discuss eligible CRTF participants. The Community Prep Packet is a comprehensive referral package which includes the completed Re-entry Task Force Referral Form, DOH consent form, COMPAS Re-Entry narrative and legacy bar chart, medical/psychiatric reports, if any, and Training Achievement & Potential Employability Report (TAPER). DOCCS case plans derived from the COMPAS Re-Entry will also be provided at Case Conferencing. Based on all available information, members shall discuss cases with the goal of identifying and providing effective post-release referrals to services and programs.

During the Case Conference, DOCCS staff will access information from the Facility Population Management System (FPMS) and the Case Management System (CMS) when needed. Copies of the COMPAS Re-Entry narrative and legacy bar chart and case plan should also be shared with the Coordinator.

Case Conference meetings can also include periodic reviews and closures of active cases in the community, when appropriate.

E. Public Education and Outreach Events

CRTFs are encouraged to engage the community, including formerly-incarcerated individuals and their families, in building a comprehensive re-entry system through

community education and outreach efforts. Such activities may include, but are not limited to:

- public awareness campaigns;
- community forum discussions on topics relevant to formerly-incarcerated persons and their families;
- outreach to employers/job fairs and the business community; and
- publication of informational materials related to offender re-entry topics.

F. Training for CRTFs

DCJS will provide training opportunities to CRTFs.

1. DCJS will provide training to CRTFs on the provision of effective service planning and coordination. This training will be held in Albany and is scheduled for fall 2019.

2. DCJS will provide CRTFs access to a series of Distance Learning Modules through the Integrated Justice Portal. These modules highlight evidence-based practices and effective interventions to use when working with justice involved individuals. CRTF staff are expected to complete all nine (9) Distance Learning Modules within six (6) months of contract execution, or within six (6) months in the case of new hire, for the upcoming 2019-2020 contract. Modules include:

- a. What Works in Correctional Intervention
- b. Staff Effectiveness
- c. Assessment and Classification
- d. Case Planning
- e. Addressing Responsivity
- f. Cognitive-Behavioral Interventions
- g. Behavior Management System
- h. Implementation
- i. Client Engagement

3 DCJS provides training in several cognitive-behavioral curricula and the employee readiness program Ready, Set, Work. DCJS requires facilitators to be trained and certified prior to delivering these interventions, to program participants. Information on available trainings will be provided to CRTFs in the near future.

G. DCJS Contract Monitoring

Contract monitoring is conducted to assess grantee compliance with grant contract terms, compliance with applicable state and federal laws and regulations. DCJS staff will monitor programs and contracts through regular in-person site visits, phone and video conferencing.

H. Fidelity and Evaluation

DCJS has developed general operating guidelines for DCJS funded community corrections programs. Grantees are encouraged to review the Appendix: *General Operating Guidelines for DCJS Funded Community Corrections Programs* before preparing their plans. Grantees are expected to be familiar with the principles of effective interventions and the risk, needs, and responsivity (RNR) framework. For more information, see <https://nicic.gov/theprinciplesofeffectiveinterventions>.

DCJS maintains a fidelity and evaluation system for funded community corrections programs. All programs will be required to cooperate fully with the process, which will:

- Confirm programs are operating as proposed;
- Assess fidelity to the CBI curriculum being offered; and
- Provide technical assistance from DCJS program staff.

I. Case-Level Data Reporting

Each quarter, grantees are required to report case-level data to DCJS through the Community Corrections Data Submission (CCDS) application. For the 2019-2020 CRTF Contracts, DCJS will require case level information and elements related to program progress to be reported for each CRTF participant. Case level data should only be entered for individuals who are enrolled in the CRTF program and present for the initial intake appointment. These include:

- Date of Case Conference
- Date service plan approved
- Date Service coordination is initiated
- Date Service coordination ends
- Date of CBI or ER enrollment
- Date of CBI or ER completion

DCJS will use this data to prepare reports to summarize program activity. These reports can be used by grantees to monitor program progress and inform programming decisions. DCJS also uses the case-level data to conduct studies examining criminal justice and program outcomes.

For instructions on how to enter data into CCDS, please consult the user guide located here <https://www.ejustice.ny.gov/CommunityCorrection/docs/Community-Corrections-Data-Submission-User-Guide.pdf>.

APPENDIX: DCJS

Pre-Approved Cognitive Behavioral and Employment Readiness Curricula

Cognitive behavioral interventions (CBI) is a required element for all applicants funded this RFP. Information on pre-approved CBI curricula follows. Applicants may propose to use another appropriate CBI curriculum of their choosing however, any non-pre-approved curriculum must be explained in detail and requires DCJS written approval.

Pre-Approved Cognitive Behavioral Curricula

- ***Thinking for a Change***

Thinking for a Change (T4C) is a cognitive-behavioral curriculum developed by the National Institute of Corrections that concentrates on changing the criminogenic thinking of offenders. T4C includes cognitive restructuring, social skills development, and the development of problem-solving skills. Active role play is encouraged and participant's complete homework exercises to reinforce content learned. T4C includes three components:

- **Cognitive self-change:** Teaches participants a concrete process for self-reflection aimed at uncovering antisocial thoughts, feelings, attitudes, and beliefs.
- **Social skills:** Prepares participants to engage in pro-social interactions based on self- understanding and consideration of the impact of their actions on others.
- **Problem solving skills:** Integrates the two previous interventions to provide participants with an explicit step-by-step process for addressing challenging and stressful real life situations.

Curriculum Overview – 25 sessions, approximately 1.5 - 2 hours each in duration

14. Lesson 1 provides an overview and introduction.
15. Lessons 2-5 and 11-15 teach social skills.
16. Lessons 6-10 teach the cognitive self-change process.
17. Lessons 16-24 teach problem solving skills.
18. Lesson 25 provides a wrap up of the program.

Lesson Format

15. A facilitator and a co-facilitator are recommended and considered "best practice" for each lesson.
16. Each lesson has trainer scripts and exercises.
17. Lessons begins with a summary and rationale section in which the scope, breadth, and reason for teaching the lesson is provided.
18. This is followed by concepts and definitions, which outline the key points of the lesson and any definitions necessary for the trainer to facilitate the lesson.

Group Size/Frequency

- 8-12 individuals

- Recommended: 2 sessions per week

Training - DCJS supports T4C by training and certifying facilitators to deliver the curriculum. Approximately 40 hours depending on training model. **Website:** <http://nicic.gov/t4c>

19. *Thinking for a Change Booster*

Thinking for a Change (T4C) Booster is a condensed version of the original 25-session T4C curriculum designed to support successful re-entry into the community. The Booster offers CRTF participants who previously completed the full T4C course while incarcerated, an opportunity to re-visit previously learned skills, and apply those skills to real life situations.

T4C Booster includes three components:

- A Social Skills Review (Lesson 1 and 2)
- Cognitive Self-Change Review (Lesson 3 and 4)
- Problem Solving Review (Lesson 5 and 6)

Curriculum Overview

19. Lesson 1: Introduction and Modeling of Social Skills
20. Lesson 2: Social Skill Aftercare
21. Lesson 3: Thinking Controls Our Behavior
22. Lesson 4: Cognitive Self Change Aftercare
23. Lesson 5: Introduction to Problem Solving
24. Lesson 6: Problem Solving Practice

Lesson Format

25. A facilitator and a co-facilitator are recommended and "best practice" for each lesson
26. Lessons include: content overview, skill modeling, reflective activities, and skill practice (i.e. role playing)
27. Homework assignment and review play an integral part in skill assimilation and are a mandatory requirement to course completion

Group Size/Session Length/Frequency

28. 5-7 individuals
29. 2-hour sessions
30. Recommended schedule: two sessions per week, for three weeks

Training

31. T4C Booster facilitators must be trained by the New York State Division of Criminal Justice Services or a DCJS authorized trainer. To be eligible to be trained in the T4C Booster curriculum, an individual should be certified to facilitate the full T4C Curriculum. Preference for T4C Booster training will be given to experienced T4C facilitators.

3) *Moral Reconciliation Therapy (MRT)*

Moral Reconciliation Therapy (MRT) is a systematic treatment strategy that seeks to decrease

recidivism by increasing moral reasoning. This cognitive-behavioral approach combines elements from a variety of psychological traditions to progressively address ego, social, moral, and positive behavioral growth. MRT utilizes group and individual counseling, structured group exercises and prescribed homework assignments. The MRT workbook is structured around 16 defined steps (units) focusing on seven basic treatment issues. Specialized workbooks based on the fundamental MRT concepts also exist including workbooks addressing criminal thinking and job readiness.

Seven basic treatment issues:

- 1) Confrontation of beliefs, attitudes, and behaviors
- 2) Assessment of current relationships
- 3) Reinforcement of positive behavior and habits
- 4) Positive identity formation
- 5) Enhancement of self-concept
- 6) Decrease in hedonism and development of frustration tolerance
- 7) Development of higher stages of moral reasoning

Dosage and Frequency

- 8) 12-16 steps/units (13-16 are maintenance steps)
- 9) 1.5 hour sessions
- 10) Groups meet once or twice weekly
- 11) Participant can generally complete all steps of the MRT program in 3 to 6 months between 16 to 36 sessions.

Group Size – 6-15 individuals

Training

Training in Moral Reconciliation Therapy (MRT) is provided by Correctional Counseling, Inc. (CCI) and consists of 32 hours of training over 5-days. While CCI provides training at their headquarters in Tennessee, there may also be opportunities to bring this training to NYS. There are fees associated with the training and the instructor workbook. Please note prior written approval by DCJS is required before obligating or expending grant funds for out-of-state travel.

Website: www.ccimrt.com, <http://www.moral-reconciliation-therapy.com>

4) Interactive Journaling

Interactive Journaling – The Courage to Change curriculum, offered by The Change Companies, is an evidence-based program designed to promote lasting behavioral change in the Criminal Justice population. The design of this program provides structure to the service delivery process, while building and enhancing participant-provider rapport. *Interactive Journaling*® emphasizes real-life application, encouraging participants to ask, “What does this

mean to me?" With a strong evidence base to help individuals achieve their change goals, Interactive Journals are accessible and engaging for a wide variety of users. There are 10 journals in The Courage to Change series. The journals are as follows:

- Getting Started
- Responsible Thinking
- Family Ties
- Social Values
- Self-Control
- Peer Relationships
- Substance Abuse
- Education/Vocational
- Financial
- Recreation and Leisure

Interactive Journaling can be facilitated by a certified instructor to individual participants or in a group setting. The Change Companies offer a useful guide to delivering this curriculum titled Resource Support for Evidence Based Sentencing and Navigating the Risk and Needs Principles.

Training

Training in *Interactive Journaling*® is provided by The Change Companies and consists of a two-day Facilitator Training. This training includes an introduction to The Courage to Change model, the research that supports the efficacy of the program, along with opportunities to practice the facilitation and delivery of the curriculum.

DCJS supports training in *Interactive Journaling*® and certifying facilitators to deliver the curriculum.

Website: <https://www.changecompanies.net/interactivejournaling/>

5) CBI-EMP Training Overview

Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP) is designed for criminal and juvenile involved individuals who are moderate to high need in the area of employment. The curriculum integrates cognitive-behavioral interventions with more traditional employment approaches. The program teaches individuals how to identify and manage high risk situations related to obtaining and maintaining employment. Heavy emphasis is placed on skill building activities to assist with cognitive, social, emotional, and coping skill development for the work environment. Using a modified closed group format with multiple entry points, the curriculum is designed to allow for flexibility across various service settings and intervention lengths.

OVERVIEW

Components of the 31-session curriculum include the following:

20. Module 1: Motivational Enhancement – *Getting Them Ready for Work*
21. Module 2: Cognitive Restructuring – *Thinking Right about Work*
22. Module 3: Social Skills/Emotional Regulation Skills – *Skills for Work*
23. Module 4: Problem Solving – *Working through Challenges at Work*

The curriculum is free to use; however, training is required.

CONTACT

For more information about CBI-EMP, please contact UCCI Program Manager Jennifer Scott at Jennifer.Scott@uc.edu or (513) 556-7765.

Pre-Approved Employment Readiness Curriculum Ready, Set, Work! (RSW!)

Ready Set, Work! is a 20-hour skill-based training designed to equip offenders and ex-offenders with the necessary skills and tools to obtain and retain quality employment. Emphasis is also placed on career planning and advancement, to encourage longevity in legitimate employment. RSW! can only be facilitated/administered by a certified Offender Workforce Development Specialists (OWDS) however community-based organizations, businesses and volunteers are often used to present selected segments of **RSW!** program. The **RSW!** Curriculum includes the following modules:

- Module 1: **Career Assessments**
- Module 2: **Legal Issues and Financial Incentives**
- Module 3: **Job Applications**
- Module 4: **Job Interviews**
- Module 5: **Budget and Spending Plan**
- Module 6: **Employer Expectations**
- Module 7: **Barriers and Resources**
- Module 8: **Job Retention**
- Module 9: **Job Search**
- Module 10: **Using the Local One Stop**

Dosage and Frequency

24. 20 hours total
25. 2 hour sessions
26. Recommended: Two sessions per week

Group Size – 8-10 individuals; for more than 10 participants, there should be at least two facilitators.

Training - DCJS, in partnership with the National Institute of Corrections (NIC), facilitates the delivery of the 180 hour OWDS training. **Website:** <http://nicic.gov/training/owdsfy1>

Appendix C

NASSAU COUNTY REENTRY TASK FORCE
OPERATING BUDGET 10/1/19-9/30/20

PERSONNEL SERVICES

Salary

Project Director	\$ 6,500
Program Coordinator	\$ 64,480
Case Manager	<u>\$ 49,920</u>
Total salaries	\$ 120,900

Fringe benefits@ 32% \$ 38,688 Total personnel services \$ 159,588

OTHER THAN PERSONNEL SERVICES (OTPS)

Transportation	\$ 2,880
Equipment	\$ 1,600
Staff Training and Development	1,800
Supplies and materials	\$ 3,952

Purchase of services	\$ 260
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Total personnel services and OTPS	<u>\$ 170,080.00</u>
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ADMINISTRATIVE OVERHEAD	<u>\$ 19,920.00</u>
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Total operating budget	<u>\$ 190,000.00</u>
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Appendix E

NASSAU COUNTY
DEPARTMENT OF PROBATION
400 COUNTY SEAT DRIVE
MINEOLA, NEW YORK 11501

STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

9/26/19

Date

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end, written over a horizontal line.

Signature

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Aster Mehreteab
_____ (Name)

50 Clinton Street, Suite 607
Hempstead, NY 11550
_____ (Address)

516-483-3400
_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

9/26/19

Dated

Aster Mehreteab

Signature of Chief Executive Officer

Aster Mehreteab

Name of Chief Executive Officer

Sworn to before me this

26 day of September, 2019

Darren Mathew Gonzalez

Notary Public

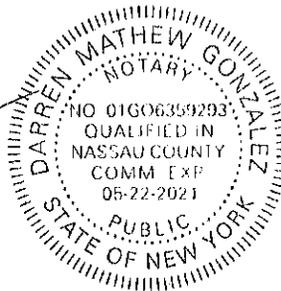


Exhibit A

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of October 1, 2019 and amends and is made part of the agreement executed by the Contractor on _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Leadership Training Institute, (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided

herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or

has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. *The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:*

notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

The Contractor's Responsibilities. *With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:*

implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the

Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

COMPLIANCE WITH STANDARD TRANSACTIONS

Compliance with Standard Transactions by the Contractor. *If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:*

comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

TERMS AND TERMINATION

Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or

destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

INDEMNIFICATION

Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

MISCELLANEOUS

Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall

survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

LEADERSHIP TRAINING INSTITUTE

By: _____

By:  _____

Print Name: _____

Print Name: Aster Mehreteab

Title: _____

Title: Chief Executive Officer

Date: _____

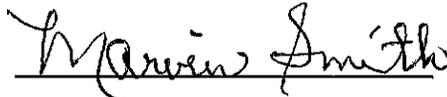
Date: 9/26/19

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as the **LEADERSHIP TRAINING INSTITUTE, INC.**, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Aster Mehreteab, Chief Executive Officer
Name of Officer Corporate Title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Probation Department for the period of October 1, 2019 through September 30, 2020.


Signature of Officer

Sworn to before me this 25
day of September 2019.


NOTARY PUBLIC

ROSETTA B LANGLOIS
Notary Public, State of New York
Reg No. 01LA4891741
Qualified in Nassau County
My Commission Expires September 30, 20 21



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) LEADERSHIP TRAINING INSTITUTE</p> <p>50 CLINTON STREET SUITE 607 HEMPSTEAD, NY 11550</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 516-483-3400</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 112239383</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Probation 400 County Seat Drive Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL50426</p> <p>3c. Policy effective period <u>08/01/2018</u> to <u>07/31/2020</u></p>

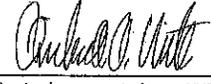
4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/29/2019 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 112239383
RAL SERVICES INC
240 PLANDOME RD
MANHASSET NY 11030



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER
LEADERSHIP TRAINING INSTITUTE INC
50 CLINTON ST STE 607
HEMPSTEAD NY 11550

CERTIFICATE HOLDER
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES
60 CHARLES LINDBERGH BOULEVARD
UNIONDALE NY 11553

POLICY NUMBER H2320 400-1	CERTIFICATE NUMBER 661374	POLICY PERIOD 12/31/2019 TO 12/31/2020	DATE 12/20/2019
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2320 400-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 426462257

LAURA CURRAN
COUNTY EXECUTIVE

JOHN PLACKIS
DIRECTOR



NASSAU COUNTY PROBATION DEPARTMENT
400 COUNTY SEAT DRIVE
MINEOLA, NY 11501-4823

To: Robert Cleary, Chief Procurement Officer
From: Dominick DiMaggio Jr., Attorney III
Date: March 11, 2020
Subject: Leadership Training Institute, Inc

Contract for Leadership Training Institute (LTI)

This memorandum is respectfully submitted to provide information relating to one (1) retroactive contract the Probation Department is seeking to have approved by the Legislature. These contracts are between the County and Leadership Training Institute, Inc (LTI).

These contract is funded by a grant which is described below. As a threshold matter, the Department respectfully acknowledges a delay in the routing of this contract. The County received the funding award letter May 29, 2019. The prior vendor (FCA) which performed these services for several years informed us they no longer wished to provide these services for the County. The Department then undertook the process of advertising for request for proposals to provide these services. Advertised on July 17, 2019, with proposals being due on August 12, 2019. The present vendor was chosen. The vendor needed to make several updates to procurement documents, which became outdated, including but not limited to insurance certificate, etc. The Department is committed to moving forward with its contracts in a timely fashion. As more fully set forth below, these grants enable the County to provide essential services provided by LTI to those at risk for recidivism.

GRANT DESCRIPTION

Nassau County Reentry Task Force Grant

This is a NYS Division of Criminal Justice Services (DCJS) grant. The vision of the Nassau County Reentry Task Force and Project STEERS (Services Targeted to Enrich and Enhance Reentry Strategies) is to provide case management and operation of programs to reduce recidivism, assist offenders with reintegration into the community and their families, and provide them with the opportunity to become responsible, productive residents. The Task Force collaborates with State and local entities to develop and implement strategies to provide individuals released from prison with coordinated, effective public and private services. The Task Force identifies gaps in services, and barriers to service delivery, that prevent offenders from achieving successful reintegration and develops strategies to address these issues. Over all, the strategies and services will help reintegrate offenders as productive law-abiding County residents, while emphasizing the need for offender accountability and reparations to victims and the community.

The goal of the Reentry Task Force is to ensure a smooth transition for individuals returning to Nassau County following incarceration. Key reentry services include but are not limited to treatment referrals, housing referrals, the Dept. Of Social Services application process, clothing resources, personal health necessities package and employment opportunities. Job fairs are conducted throughout the year.

As part of the Reentry program, there are three (3) Cognitive Behavioral Interventions (CBI) programs that Parolees can attend which serve as a foundation to encourage their own thinking and actions in a positive manner to reduce recidivism.



NIFS ID:CQPD2000001 Department: Police Dept.

E-69-20

Capital:

SERVICE: Ambulance billing services

Contract ID #:CQPD2000001 NIFS Entry Date: 12-MAR-20 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Change Healthcare Technology Enabled Services	Vendor ID#: [REDACTED]
Address: 3055 Lebanon Pike Nashville, TN 37214	Contact Person: [REDACTED]
	Phone:

Department:	
Contact Name: Jaclyn Delle	
Address: 1 West St. Mineola, NY 11550	
Phone: 5165713054	

Routing Slip

Department	NIFS Entry: X	16-APR-20 -- JDELLEPD
Department	NIFS Approval: X	16-APR-20 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	21-APR-20 -- IQUIRESHI
OMB	NIFS Approval: X	16-APR-20 -- JNOGID
County Atty.	Insurance Verification: X	16-APR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	16-APR-20 -- DMCDERMOTT
CPO	Approval: X	23-APR-20 -- KOHAGENCE

DCEC	Approval: X	23-APR-20 -- JCHIARA
Dep. CE	Approval: X	24-APR-20 -- TFOX
Leg. Affairs	Approval/Review: X	27-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: New contract for the recording and transmission of pre-hospital care reports, and billing and fee collection services for the Nassau County Police Department's Emergency Ambulance Service.
Method of Procurement: A Request for Proposals ("RFP") was issued on February 15, 2019 for these services. The Department received four (4) proposals in response to the RFP. An evaluation committee was formed consisting of members of the Department's Emergency Ambulance Bureau and County Attorney's Office. The proposals were scored and ranked, and the contract was awarded to the highest scoring proposer (Change Healthcare).
Procurement History: New contract. Please see method of procurement above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: Emergency ambulance billing is revenue generating. Encumbering \$750,000 to pay vendor's percentage of net revenues, as per the contract.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH	Revenue		1	PDPDH1484/DE500	\$ 750,000.00
Control:	PD	Contract:				\$ 0.00
Resp:	1484	County	\$ 750,000.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 750,000.00		TOTAL	\$ 750,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC

WHEREAS, the County has negotiated a personal services agreement with Change Healthcare Technology Enabled Services, LLC, to provide the recording and transmission of pre-hospital care reports and billing and collection services for the Department's ambulance bureau, 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 Change Healthcare Technology Enabled Services, LLC.



Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Change Healthcare Technology Enabled Services

2. **Dollar amount requiring NIFA approval:** \$750000

Amount to be encumbered: \$750000

This is a New

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: Effective date - 5 years**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 0
Other		County % 100

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:**

New contract for the recording and transmission of pre-hospital care reports, and billing and fee collection services for the Nassau County Police Department's Emergency Ambulance Service.

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 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.

IQURESHI

21-APR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Change Healthcare Technology Enabled Services

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Nashville TN 37214

FEDERAL TAX ID #: 58-1953146

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 Feb. 15, 2019 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, County website, and NYS Contract reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on March 22, 2019 [date]. Four (4) [state #] proposals were received and evaluated. The evaluation committee consisted of: Four (4) members of the NCPD Emergency Ambulance Bureau, and one (1) non-voting advisory member from the County Attorney's Office.

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

4/1/20

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.



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?

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Dated: 01/02/2020 01:36:40 PM

Vendor: Change Healthcare Technology Enabled Services

Title: Chief Commercial Officer, TES

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: Morris Maybruch
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 1 Blue Hill Plaza
City: Pearl River State/Province/Territory: NY Zip/Postal Code: 10965
Country: US
Telephone: 8453684800

Other present address(es):
City: Nashville State/Province/Territory: Zip/Postal Code:
Country:
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)	_____		

Type	Description	Start Date
Other	Senior Operations Manager	06/04/2012

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Morris Maybruch , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Morris Maybruch , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Change Healthcare Technology Enabled Services LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Morris Maybruch [MORRIS.MAYBRUCH@CHANGEHEALTHCARE.COM]

Senior Operations Manager

Title

01/03/2020 02:07:19 PM

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: 09/30/2019

1) Proposer's Legal Name: Change Healthcare Technology Enabled Services LLC

2) Address of Place of Business: 3055 Lebanon Pike

City: Nashville State/Province/Territory: TN Zip/Postal Code: 37214

Country: _____

Address: 1 Blue Hill Plaza

City: Pearl River State/Province/Territory: NY Zip/Postal Code: 10965

Country: _____

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 61-6809588

5) Federal I.D. Number: 58-1953146

6) The proposer is a: 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:

Change Healthcare LLC

- 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, please provide details:

This business is controlled by its parent Change Healthcare LLC

- 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

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.

We will contact the County should a potential conflict arise to be guided accordingly.

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/16/1990

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

We have included our most recent form 10-Q to provide the requested information.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded:

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded:

iv) State of incorporation (if applicable);

GA

v) The number of employees in the firm;

1500

vi) Annual revenue of firm;

1000000000

vii) Summary of relevant accomplishments

We have provided EMS billing services to the New York metropolitan area for over 25 years. Our collection rate of over \$500/transport is one of the highest in the country. We have over 200 EMS billing clients and process more than 1 million transports annually.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

29

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We have been providing EMS billing services to Nassau County for 16 years.

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 Town of Ramapo
Contact Person John Lynch, Director of Finance
Address 237 Route 59
City Suffern State/Province/Territory NY
Country _____
Telephone (845) 357-5100
Fax # _____
E-Mail Address john.lynch@ramapo.org

Company Town of Greenburgh
Contact Person Jared Rosenberg, Director of EMS Services
Address 188 Terrytown Road
City White Plains State/Province/Territory NY
Country _____
Telephone (914) 682-5345
Fax # _____
E-Mail Address jrosenberg@greengurghny.com

Company Change Healthcare Technology Enabled Services LLC
Contact Person George Speaks, Deputy Director of Public Safety
Address 3055 Lebanon Pike
City Nashville State/Province/Territory TN
Country _____
Telephone (614) 645-8210
Fax # _____
E-Mail Address gespeaks@columbus.gov

I, Scott Schrader , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Scott Schrader , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Change Healthcare Technology Enabled Services LLC

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Chief Commercial Officer
Title

01/02/2020 01:39:33 PM
Date

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2019

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-38961

Change Healthcare Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

82-2152098
(I.R.S. Employer
Identification No.)

3055 Lebanon Pike, Suite 1000
Nashville, TN
(Address of Principal Executive Offices)

37214
(Zip Code)

(615) 932-3000
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.001 per share 6.00% Tangible Equity Units	CHNG CHNGU	The Nasdaq Stock Market LLC The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, anon-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding as of November 11, 2019
Common Stock, \$0.001 par value	124,948,388

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Change Healthcare Inc.

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Change Healthcare Inc.
Condensed Statements of Operations
(unaudited and amounts in thousands, except share and per share amounts)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Revenue	\$ —	\$ —	\$ —	\$ —
Operating expenses				
General and administrative	1,138	31	1,389	62
Accretion Expense	48,363	—	48,363	—
Total operating expenses	<u>49,501</u>	<u>31</u>	<u>49,752</u>	<u>62</u>
Operating income (loss)	(49,501)	(31)	(49,752)	(62)
Non-operating (income) expense				
Loss from Equity Method Investment in the Joint Venture	56,179	25,571	95,732	48,337
(Gain) Loss on Sale of Interests in the Joint Venture	—	(197)	—	(661)
Management fee income	(772)	(31)	(876)	(62)
Interest expense	644	—	644	—
Interest income	(644)	—	(644)	—
Amortization of debt discount and issuance costs	212	—	212	—
Unrealized gain (loss) on forward purchase contract	2,435	—	2,435	—
Total non-operating (income) expense	<u>58,054</u>	<u>25,343</u>	<u>97,503</u>	<u>47,614</u>
Income (loss) before income tax provision (benefit)	(107,555)	(25,374)	(147,255)	(47,676)
Income tax provision (benefit)	(13,620)	(6,783)	(15,804)	(11,584)
Net income (loss)	<u>\$ (93,935)</u>	<u>\$ (18,591)</u>	<u>\$ (131,451)</u>	<u>\$ (36,092)</u>
Net income (loss) per share:				
Basic	<u>\$ (0.66)</u>	<u>\$ (0.25)</u>	<u>\$ (1.20)</u>	<u>\$ (0.48)</u>
Diluted	<u>\$ (0.66)</u>	<u>\$ (0.25)</u>	<u>\$ (1.20)</u>	<u>\$ (0.48)</u>
Weighted average shares (see Note 5):				
Basic	<u>142,223,836</u>	<u>75,506,552</u>	<u>109,111,853</u>	<u>75,555,700</u>
Diluted	<u>142,223,836</u>	<u>75,506,552</u>	<u>109,111,853</u>	<u>75,555,700</u>

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Statements of Comprehensive Income (Loss)
(unaudited and amounts in thousands)

	Three Months Ended		Six Months Ended	
	September 30,		September 30,	
	2019	2018	2019	2018
Net income (loss)	\$(93,935)	\$(18,591)	\$(131,451)	\$(36,092)
Other comprehensive income (loss):				
Unrealized gain (loss) on available for sale debt securities of the Joint Venture, net of taxes	1,173	—	1,173	—
Changes in fair value of interest rate swap of the Joint Venture, net of taxes	(1,310)	1,478	(6,741)	2,260
Foreign currency translation adjustment of the Joint Venture	1,583	566	1,809	(2,027)
Other comprehensive income (loss)	1,446	2,044	(3,759)	233
Total comprehensive income (loss)	\$(92,489)	\$(16,547)	\$(135,210)	\$(35,859)

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Balance Sheets
(unaudited and amounts in thousands, except share and per share amounts)

	September 30, 2019	March 31, 2019
Assets		
Current Assets:		
Cash	\$ 3,409	\$ 3,409
Prepaid expenses	2,315	—
Due from the Joint Venture	1,345	373
Investment in Joint Venture tangible equity units, current	15,154	—
Income taxes receivable	1,602	1,781
Total current assets	23,825	5,563
Dividend receivable	34,547	81,264
Investment in the Joint Venture	1,826,887	1,211,996
Investment in Joint Venture tangible equity units	259,237	—
Total assets	<u>\$ 2,144,496</u>	<u>\$ 1,298,823</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 453	\$ 176
Due to the Joint Venture	9,513	6,167
Current portion of long-term debt	15,154	—
Total current liabilities	25,120	6,343
Long-term debt	27,384	—
Due to McKesson	48,363	—
Deferred income tax liabilities	156,770	159,993
Other liabilities	752	—
Commitments and contingencies (see Note 4)		
Stockholders' Equity:		
Common Stock (par value, \$.001), 9,000,000,000 and 252,800,000 shares authorized and 124,935,806 and 75,474,654 shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively	124	75
Class X common stock (par value, \$.001), 1 and 1 share authorized and no shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively	—	—
Preferred stock (par value, \$.001), 900,000,000 and 0 shares authorized and no shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively	—	—
Additional paid-in capital	2,006,494	1,153,509
Accumulated other comprehensive income (loss)	(6,593)	(3,256)
Retained earnings (deficit)	(113,918)	(17,841)
Total stockholders' equity	<u>1,886,107</u>	<u>1,132,487</u>
Total liabilities and stockholders' equity	<u>\$ 2,144,496</u>	<u>\$ 1,298,823</u>

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Statements of Stockholders' Equity
(unaudited and amounts in thousands, except share and per share amounts)

	Common Stock		Additional	Retained	Accumulated	Total
	Shares	Amount	Paid-in	Earnings	Other	Stockholders'
			Capital	(Deficit)	Comprehensive	Equity
					Income (Loss)	
Balance at March 31, 2018	75,749,118	\$ 75	\$1,139,300	\$ 34,661	\$ 2,536	\$ 1,176,572
Cumulative effect of accounting change of the Joint Venture-ASU 2017-12	—	—	—	(490)	490	—
Equity compensation expense	—	—	5,300	—	—	5,300
Repurchase of Change Healthcare Inc. common stock	(251,789)	—	(4,782)	—	—	(4,782)
Issuance of Change Healthcare Inc. common stock upon exercise of equity awards	4,045	—	—	—	—	—
Net income (loss)	—	—	—	(17,501)	—	(17,501)
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	(2,593)	(2,593)
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	782	782
Balance at June 30, 2018	75,501,374	\$ 75	\$1,139,818	\$ 16,670	\$ 1,215	\$ 1,157,778
Equity compensation expense	—	—	2,969	—	—	2,969
Repurchase of Change Healthcare Inc. common stock	(90,629)	—	(1,720)	—	—	(1,720)
Issuance of Change Healthcare Inc. common stock upon exercise of equity awards	35,139	—	—	—	—	—
Net income (loss)	—	—	—	(18,591)	—	(18,591)
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	566	566
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	1,478	1,478
Balance at September 30, 2018	75,445,885	\$ 75	\$1,141,067	\$ (1,921)	\$ 3,259	\$ 1,142,480
Balance at March 31, 2019	75,474,654	\$ 75	\$1,153,509	\$ (17,841)	\$ (3,256)	\$ 1,132,487
Cumulative effect of accounting change of the Joint Venture-ASC 606	—	—	—	35,797	—	35,797
Cumulative effect of accounting change of the Joint Venture-ASU 2018-02	—	—	—	(422)	422	—
Equity compensation expense	—	—	5,862	—	—	5,862
Net income (loss)	—	—	—	(37,517)	—	(37,517)
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	226	226
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	(5,431)	(5,431)
Balance at June 30, 2019	75,474,654	\$ 75	\$1,159,371	\$ (19,983)	\$ (8,039)	\$ 1,131,424
Issuance of Change Healthcare Inc. common stock upon initial public offering	49,285,713	49	608,630	—	—	608,679
Effect of initial public offering issuance costs on Joint Venture equity	—	—	(4,160)	—	—	(4,160)
Issuance of tangible equity units	—	—	232,929	—	—	232,929
Equity compensation expense	—	—	8,585	—	—	8,585
Issuance of Change Healthcare Inc. common stock upon exercise of equity awards	175,439	—	1,139	—	—	1,139
Net income (loss)	—	—	—	(93,935)	—	(93,935)
Unrealized gain (loss) on available for sale debt securities of the Joint Venture	—	—	—	—	1,173	1,173
Foreign currency translation adjustment of the Joint Venture	—	—	—	—	1,583	1,583
Change in fair value of interest rate cap, net of taxes of the Joint Venture	—	—	—	—	(1,310)	(1,310)
Balance at September 30, 2019	124,935,806	\$ 124	\$2,006,494	\$(113,918)	\$ (6,593)	\$ 1,886,107

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Condensed Statements of Cash Flows
(unaudited and amounts in thousands)

	Six Months Ended	
	September 30,	
	2019	2018
Cash flows from operating activities:		
Net income (loss)	\$(131,451)	\$(36,092)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Loss from Equity Method Investment in the Joint Venture	95,732	48,337
Deferred income tax expense (benefit)	(15,806)	(11,584)
(Gain) loss on Sale of Interests in the Joint Venture	—	(661)
(Gain) loss on available for sale debt securities	2,435	—
Amortization of debt discount and issuance costs	212	—
Changes in operating assets and liabilities:		
Prepaid expenses	(2,315)	—
Due from the Joint Venture	(972)	(62)
Income taxes receivable	179	13,292
Accounts payable and accrued expenses	277	64
Due to McKesson	48,363	—
Due to the Joint Venture	3,346	(9,663)
Net cash provided by (used in) operating activities	—	3,631
Cash flows from investing activities:		
Proceeds from sale of interests in Joint Venture	—	4,782
Investment in debt and equity securities of the Joint Venture	(278,875)	—
Proceeds from investment in debt and equity securities of the Joint Venture	3,621	—
Investment in the Joint Venture	(609,818)	—
Net cash provided by (used in) investing activities	(885,072)	4,782
Cash flows from financing activities:		
Proceeds from initial public offering, net of issuance costs	608,679	—
Proceeds from issuance of equity component of tangible equity units, net of issuance costs	232,929	—
Proceeds from issuance of debt component of tangible equity units	47,367	—
Payment of loan costs	(1,421)	—
Repayment of senior amortizing notes	(3,621)	—
Proceeds from exercise of equity awards	1,139	—
Payments to acquire common stock	—	(4,782)
Net cash provided by (used in) financing activities	885,072	(4,782)
Net increase (decrease) in cash, cash equivalents and restricted cash	—	3,631
Cash, cash equivalents and restricted cash at beginning of period	3,409	—
Cash, cash equivalents and restricted cash at end of period	\$ 3,409	\$ 3,631

See accompanying notes to condensed financial statements.

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

1. Nature of Business and Organization

Organization

Change Healthcare Inc. (the “Company”), a Delaware corporation, was formed on June 22, 2016 to hold an equity investment in Change Healthcare LLC (the “Joint Venture”), a joint venture between the Company and McKesson Corporation (“McKesson”). As of September 30, 2019, the Company and McKesson each owned approximately 41% and 59%, respectively, of the membership interest in the Joint Venture, subject to adjustment based on exercise of equity-based awards or other changes in the number of the Joint Venture’s membership units outstanding.

The Transactions

In June 2016, the Company, the Joint Venture, Change Healthcare Holdings, LLC, Change Healthcare Intermediate Holdings, LLC, Change Healthcare Performance, Inc. (“Legacy CHC”) and its stockholders—including affiliates of The Blackstone Group, Inc. (formerly known as the Blackstone Group L.P.) (“Blackstone”) and Hellman & Friedman LLC entered into an Agreement of Contribution and Sale (the “Contribution Agreement”) with McKesson (together with the Company, the “Members”). Under the terms of the Contribution Agreement, the parties agreed to form the Joint Venture, a joint venture that combined the majority of the McKesson Technology Solutions businesses, excluding McKesson’s Enterprise Information Solutions business and RelayHealth Pharmacy Network (such contributed businesses, “Core MTS”), with substantially all of the assets and operations of Legacy CHC, but excluding Legacy CHC’s pharmacy claims switching and prescription routing businesses (such excluded business, the “eRx Network” and the businesses contributed by Legacy CHC, together with Core MTS, the “Contributed Businesses”). The creation of the Joint Venture, including the contribution of the Contributed Businesses and related transactions, is collectively referred to as the “Transactions”. The Transactions closed on March 1, 2017.

Amendment of Certificate of Incorporation

Effective June 26, 2019 and in contemplation of its initial public offering of common stock, the Company amended its certificate of incorporation to effect a 126.4 for 1 stock split for all previously issued shares of common stock, to increase the authorized number of common stock, and to authorize shares of preferred stock. Following this amendment, the authorized shares include 9,000,000,000 shares of common stock (par value \$.001 per share), 1 share of Class X stock (par value \$.001 per share), and 900,000,000 shares of preferred stock (par value \$.001 per share). All issued or outstanding shares or related share-based payment arrangement disclosures included herein have been retrospectively adjusted for the stock split.

Initial Public Offering

Effective July 1, 2019, the Company completed its initial public offering of 49,285,713 shares of common stock and a concurrent offering of 5,750,000 of tangible equity units (“TEUs”) for net proceeds of \$608,679 and \$278,875, respectively. The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for 49,285,713 additional units of the Joint Venture, which together with the Company’s existing holdings represents an approximately 41% interest in the Joint Venture. The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs included in the offering. The Joint Venture, in turn, used the proceeds received from the Company to repay \$805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional \$85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of \$890,000.

2. Basis of Presentation

Principles of Consolidation

The accompanying unaudited condensed financial statements have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Securities and Exchange Commission (“SEC”) Guidelines, Rules and Regulations and, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of results for the unaudited interim periods presented. Certain information and footnote disclosures normally included in

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

annual financial statements prepared in accordance with GAAP have been condensed or omitted. The results of operations for the interim period are not necessarily indicative of the results to be obtained for the full fiscal year. All intercompany accounts and transactions have been eliminated in the unaudited condensed financial statements.

Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The Company bases its estimates on historical experience, current business factors and various other assumptions that the Company believes are necessary to consider in order to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of expenses and disclosure of contingent assets and liabilities. The Company is subject to uncertainties such as the impact of future events, economic, environmental and political factors and changes in the Company's business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Company's financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as the Company's operating environment changes. Changes in estimates are made when circumstances warrant. Such changes in estimates and refinements in estimation methodologies are reflected in the reported results of operations; and if material, the effects of changes in estimates are disclosed in the notes to the financial statements. Estimates and assumptions by management affect: the carrying value of the Company's investments; the provision and benefit for income taxes and related deferred tax accounts; contingencies; and the value attributed to equity awards. Additionally, the Company's financial statements are impacted by estimates and assumptions made by management that affect the financial statements of the Joint Venture, including: the allowance for doubtful accounts; the fair value assigned to assets acquired and liabilities assumed in business combinations; tax receivable agreement obligations; the fair value of interest rate cap agreement obligations; measurement of the components of tangible equity units; contingent consideration; loss accruals; the carrying value of long-lived assets (including goodwill and intangible assets); the classification and measurement of assets held for sale; the amortization period of long-lived assets (excluding goodwill); the carrying value, capitalization and amortization of software development costs; the provision and benefit for income taxes and related deferred tax accounts; certain accrued expenses; revenue recognition; contingencies; and the value attributed to equity awards.

Tangible Equity Units

In connection with the initial public offering, the Company completed an offering of tangible equity units (TEUs). Each TEU comprises an amortizing note and purchase contract, both of which are freestanding instruments and separate units of account. The amortizing notes were issued at par and are classified as debt on the accompanying condensed consolidated balance sheet, with scheduled principal payments over the next twelve months reflected in current maturities of long-term debt. The purchase contracts are accounted for as prepaid forward contracts and classified as equity. The TEU proceeds and issuance costs were allocated to the amortizing notes and purchase contracts on a relative fair value basis. See Note 10 for further discussion.

Other Investments

The Company holds investments in tangible equity units issued by the Joint Venture with terms that substantially mirror the TEUs issued by the Company. Each TEU comprises an amortizing note and forward purchase contract, both of which are freestanding instruments and separate units of account. The Company accounts for its investment in each component at fair value. Unrealized gains and losses resulting from changes in the fair value of the investment in debt securities are included as a component of other comprehensive income. Unrealized gains and losses resulting from changes in the fair value of the investment in the equity purchase contracts are recorded in current period earnings, in accordance with ASU 2016-01. See Note 11 for further discussion.

Recently Adopted Accounting Pronouncements

In April 2019, the Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2018-07 on a modified retrospective basis, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Among other provisions, the measurement date for awards to nonemployees was changed from the earlier of the date at which a commitment for performance by the counterparty was reached or the date at which performance was complete under the previous guidance to the grant date under this update. Because the Company's equity-based compensation was previously subject to remeasurement at fair value each quarter under previous authoritative literature, the adoption of this update had no material direct effect on the Company's consolidated financial statements. As described in Note 7, however, the adoption of this update changed the relationship between the equity-based compensation and the accounting for the freestanding option (i.e. the Dividend receivable).

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

In April 2019, the Joint Venture adopted Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers*, which replaces most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework on a modified retrospective basis. Under this revised framework, a company will recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. As the Company’s operations consist principally of an investment in the Joint Venture, its financial statements reflect no revenue and, accordingly, the Company recognized no direct impact on its financial statements from the adoption of this update. However, upon adoption, the Joint Venture recognized a cumulative effect adjustment to its Members’ deficit. As a result of the impact of the adoption of ASC 606 to the Joint Venture’s Members’ equity (deficit), the Company was required to recognize a proportionate amount of this cumulative effect adjustment to its April 1, 2019 retained earnings as well. The effect is disclosed within a separate caption of the accompanying condensed statement of stockholders’ equity.

Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASUNo. 2016-13, as amended by ASUNo. 2018-19, which requires that a financial asset (or group of financial assets) measured at amortized cost be presented at the net amount expected to be collected based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. This update is scheduled to be effective for the Company beginning April 1, 2021, with early adoption permitted beginning April 1, 2019. The Company is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASU2018-13, which modifies the disclosure requirements for fair value measurements. ASU2018-13 is effective for public companies for annual and interim periods beginning after December 15, 2019. Early adoption is permitted for either the entire standard or only the provisions that eliminate or modify requirements. The Company is currently assessing the potential effects this update may have on its financial statement disclosures.

3. Equity Method Investment in Change Healthcare LLC

Exchange of Equity Method Investments

In connection with the Transactions, the Company exchanged its 45.615% investment in Legacy CHC for 30% of the membership units of the Joint Venture. The Joint Venture used proceeds from the issuance of debt to acquire the remaining 54.385% of Legacy CHC. The Company accounted for this exchange of investments as a non-monetary transaction at their respective carrying values. Prior to the Transactions, the investors of Legacy CHC accounted for their investments at fair value. As a result, the book basis and fair value of the Company’s investment in Legacy CHC were generally the same such that no gain was recognized as a result of the Transactions.

The fair value of the Joint Venture was determined at March 1, 2017 using a combination of the income and the market valuation approaches. Under the income approach, a discounted cash flow model (“DCF”) was used in which cash flows anticipated over several periods, plus a terminal value at the end of that time horizon, are discounted to their present value using an appropriate expected rate of return. The discount rate used for cash flows reflects capital market conditions and the specific risks associated with the business. Under the market approach, valuation multiples of reasonably similar publicly traded companies or guideline companies are applied to the operating data of the subject business to derive the estimated fair value. These valuation approaches are considered a Level 3 fair value measurement. Fair value determination requires complex assumptions and judgment by management in projecting future operating results, selecting guideline companies for comparisons, determining appropriate market value multiples, selecting the discount rate to measure the risks inherent in the future cash flows and assessing the business’s life cycle and the competitive trends impacting the business, including considering technical, legal, regulatory, or economic barriers to entry. Any material changes in key assumptions, including failure to meet business plans, deterioration in the financial market, an increase in interest rate or an increase in the cost of equity financing by market participants within the industry or other unanticipated events and circumstances, may affect such estimates.

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

Additional Ownership Interest

Following the initial public offering, the Company contributed the proceeds of the offering of common stock to the Joint Venture in exchange for 49,285,713 additional units of the Joint Venture, which represented approximately 11% of additional ownership interest. Resulting from the additional ownership interest acquired, the Company measured additional basis differences at July 1, 2019 based on the fair value of the Joint Venture's assets and liabilities as of the date of the initial public offering, and using valuation approaches substantially similar to those used as of the date of the Transactions.

Equity Method Investment in Change Healthcare LLC

The Company accounts for its investment in the Joint Venture using the equity method of accounting. During the three and six months ended September 30, 2019 and 2018, the Company recorded a proportionate share of the earnings from this investment based on its ownership percentage during each respective period, which included transaction and integration related expenses incurred by the Joint Venture and the Company's portion of basis adjustments including amortization expenses associated with equity method intangible assets. These amounts are aggregated and recorded under the caption, "Loss from Equity Method Investment in the Joint Venture" in the accompanying condensed statements of operations.

Summarized financial information of the Joint Venture is as follows:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Statement of Operations Data:				
Total revenue	\$ 795,811	\$ 800,190	\$ 1,651,367	\$ 1,623,453
Cost of operations (exclusive of depreciation and amortization)	\$ 331,234	\$ 327,563	\$ 658,181	\$ 664,993
Customer postage	\$ 57,110	\$ 62,404	\$ 115,594	\$ 127,962
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946

Subsequent to the Company's initial public offering of common stock, the Company now has a publicly available indication of the value of its investment in the Joint Venture. The fair value that was derived from trading prices of the Company's common stock at September 30, 2019 indicated a potential impairment to the carrying value of its investment in the Joint Venture. Accordingly, the Company evaluated its equity method investment for an other-than-temporary impairment ("OTTI"). The Company considered various factors in determining whether an OTTI has occurred, including the Company's ability and intent to hold the investment, the trading history available, the implied EBITDA valuation multiples compared to public guideline companies, the Joint Venture's ability to achieve milestones and any notable operational and strategic changes by the Joint Venture. After the evaluation, the Company determined that an OTTI had not occurred as of September 30, 2019 nor as of the date of this quarterly report on Form 10-Q. However, the Company may experience declines in the fair value of its investment in the Joint Venture, and it may determine an impairment loss will be required to be recognized in a future reporting period. Such determination will be based on the prevailing facts and circumstances, including those related to the reported results and disclosures of the Joint Venture as well as from changes in the market price of the Company's common stock.

In the event the Company obtains a controlling interest in the Joint Venture, the Company will evaluate its investment under the guidance in ASC 805 for a business combination achieved in stages. Upon such a change in control, the Company will remeasure its investment in the Joint Venture to fair value as of the date that control is obtained and will recognize a gain or loss in its statement of operations for the difference between the carrying value and fair value of its investment.

4. Legal Proceedings

In the ordinary course of business, the Company may become subject to various claims and legal proceedings. The Company is not currently a defendant in any pending litigation.

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

5. Net Income (Loss) Per Share

The following table sets forth the computation of basic net income (loss) per share of common stock for the periods indicated:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Basic net income (loss) per share:				
Numerator:				
Net income (loss)	\$ (93,935)	\$ (18,591)	\$ (131,451)	\$ (36,092)
Denominator:				
Weighted average common shares outstanding	123,794,511	75,506,552	99,897,191	75,555,700
Minimum shares issuable under purchase contracts	18,429,325	—	9,214,662	—
	<u>142,223,836</u>	<u>75,506,552</u>	<u>109,111,853</u>	<u>75,555,700</u>
Basic net income (loss) per share	<u>\$ (0.66)</u>	<u>\$ (0.25)</u>	<u>\$ (1.20)</u>	<u>\$ (0.48)</u>

The calculation of diluted net income (loss) per share has not been presented due to the presence of a net loss for each period.

Due to their antidilutive effect, the following securities have been excluded from diluted net income (loss) per share for the periods indicated:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Incremental shares issuable under purchase contracts	3,685,750	—	1,842,875	—
Time-Vesting Options	1,156,510	1,832,196	1,405,556	1,839,878
Restricted Stock Units	908,745	—	454,373	—

6. Income Taxes

The income tax benefit for the three months ended September 30, 2019 and 2018 was \$13,620 and \$6,783, respectively, which represents an effective tax rate of 12.7% and 26.7%, respectively. The income tax benefit for the six months ended September 30, 2019 and 2018 was \$15,804 and \$11,584, respectively, which represents an effective tax rate of 10.7% and 24.3%, respectively.

Fluctuations in our reported income tax rates from the statutory rate are primarily due to benefits recognized as a result of certain incentive tax credits resulting from research and experimental expenditures and discrete items recognized in the quarters.

McKesson Tax Receivable Agreement

In connection with the closing of the Transactions, the Joint Venture, subsidiaries of McKesson that serve as members of the Joint Venture (the “McK Members”), McKesson and the Company entered into a tax receivable agreement (the “McKesson Tax Receivable Agreement”). The McKesson Tax Receivable Agreement generally provides for the payment by the Joint Venture to the McK Members and it assigns 85% of the net cash tax savings realized (or, in certain circumstances, deemed to be realized) by the Company in periods ending on or after the date on which McKesson ceases to own at least 20% of the outstanding units of the Joint Venture (the “LLC Units”) as a result of (i) certain amortizable tax basis in assets transferred to the Joint Venture at the closing of the Transactions and (ii) imputed interest deductions and certain other tax attributes arising from payments under the McKesson Tax Receivable Agreement. Additionally, upon the occurrence of the first exchange of LLC Units by McKesson (or its permitted

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

transferees), if any, the Company has agreed to enter into an additional tax receivable agreement with the McK Members, pursuant to which the Company would be required to pay to the relevant McK Member 85% of the net cash tax savings, if any, arising from the Company's utilization of (i) certain tax basis increases resulting from the relevant exchange and payments under such additional tax receivable agreement and (ii) imputed interest deductions. The Company may also be required to enter into and make payments under an additional tax receivable agreement with McKesson in certain circumstances.

Because payments under the McKesson Tax Receivable Agreement are contingent upon McKesson's ceasing to own at least 20% of the Joint Venture and such an event was not probable at the inception of the McKesson Tax Receivable Agreement or as of September 30, 2019, no related obligation has been reflected on the accompanying condensed balance sheet.

Letter Agreement

The Company, the Joint Venture, McKesson and certain of McKesson's affiliates have entered into a letter agreement relating to the Contribution Agreement (the "Letter Agreement"). The Letter Agreement addresses miscellaneous tax-related matters, including (i) technical clarifications and modifications to the manner in which the Joint Venture allocates certain items of taxable income, loss and deduction among, and calculates and makes required tax distributions to, its members, (ii) the sharing of certain contingent tax benefits and expenses not addressed by the McKesson Tax Receivable Agreement or the tax matters agreement that the Company will enter into with McKesson in connection with a spin-off or split-off transaction (or a combination of the foregoing) that McKesson may, at its election, initiate and complete that would result, among other things, in the acquisition by the Company of all of McKesson's LLC Units and the issuance by the Company to McKesson and/or McKesson's securityholders of an equal number of shares of its common stock and (iii) procedures applicable in the case of certain tax proceedings. In particular, pursuant to the terms of the Letter Agreement, McKesson may adjust the manner in which depreciation or amortization deductions in respect of assets transferred to the Joint Venture at the closing of the Transactions are allocated among the Company, McKesson and certain of McKesson's affiliates beyond minimum amounts provided in the LLC Agreement. If an amount of deductions is allocated to the Company in excess of a specified minimum threshold, the Company will be required to make cash payments to McKesson equal to 100% of the tax savings of the Company attributable to such excess deductions for any tax period ending prior to the date on which McKesson ceases to own at least 20% of the outstanding LLC Units of the Joint Venture, after which the terms of the McKesson Tax Receivable Agreement will control. At September 30, 2019, the Company has recorded a liability to McKesson equal to \$48,363, which reflects the amount payable for future tax savings the Company anticipates receiving as a result of deductions that are probable to be allocated by McKesson to the Company for the year ended March 31, 2019 and is reflected as Due to McKesson on the consolidated balance sheet.

7. Fair Value Measurements

The Company's assets and liabilities that are measured at fair value on a recurring basis consist of the Company's Dividend Receivable and Other Investments. The debt component of the tangible equity units issued by the Company is a Level 2 liability measured at fair value on a nonrecurring basis based on available market data and a discounted cash flow analysis (see Note 10). The tables below summarize the Dividend Receivable and Other Investments as of September 30, 2019 and March 31, 2019, aggregated by the level in the fair value hierarchy within which those measurements fall.

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

Description	Balance at September 30, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Other Investments (see Note 11)	\$ 274,391	\$ —	\$ 274,391	\$ —
Dividend Receivable	34,547	—	—	34,547
Total	<u>\$ 308,938</u>	<u>\$ —</u>	<u>\$ 274,391</u>	<u>\$ 34,547</u>

Description	Balance at March 31, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Other Investments (see Note 11)	\$ —	\$ —	\$ —	\$ —
Dividend Receivable	81,264	—	—	81,264
Total	<u>\$ 81,264</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 81,264</u>

The Company is entitled to receive an additional unit of the Joint Venture for each share of stock issued by the Company. In the case of equity-based awards, the requirement to receive an additional unit of the Joint Venture upon exercise of such awards represents a freestanding derivative. Because the fair value measurement of this derivative involves significant unobservable inputs, the most significant of which is the use of a levered volatility calculation of a peer group of companies, the Company has determined that it represents a Level 3 fair value measurement.

Because the freestanding derivative is directly related to the Company's equity-based compensation awards, the valuation of the derivative is determined to be consistent with the valuation of the underlying equity-based awards (although we use a current period measurement date). As with the equity-based awards, changes in the value of the derivative are generally expected to fluctuate with changes in the value of the Company's common stock.

The following table summarizes the fair value of the freestanding derivative at September 30, 2019 and March 31, 2019, respectively:

	Fair Values of Derivative Financial Instruments Asset (Liability)		
	Balance Sheet Location	September 30, 2019	March 31, 2019
Derivative financial instruments not designated as hedging instruments:			
Freestanding Option	Dividend receivable	\$ 34,547	\$ 81,264

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

The following table presents a reconciliation of the fair value of the derivative for which the Company uses significant unobservable inputs:

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Six Months Ended</u> <u>September 30,</u>	
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
Balance at beginning of period	\$ 48,807	\$64,338	\$ 81,264	\$59,116
Increase in fair value based on ASC 505 equity-based compensation	—	2,969	—	8,269
Settlements due to exercise of awards	(1,324)	(666)	(1,324)	(744)
Change in fair value of equity-based awards	(12,936)	—	(45,393)	—
Balance at end of period	<u>\$ 34,547</u>	<u>\$66,641</u>	<u>\$ 34,547</u>	<u>\$66,641</u>

Other Investments

The Company invested in a unit purchase contract and a debt instrument of the Joint Venture on terms that substantially mirror the economics of the TEUs (see Note 10). At September 30, 2019 and March 31, 2019, the Company's investment in the Joint Venture's debt securities were classified as "available-for-sale" and its investment in the Joint Venture's purchase contracts were accounted for as equity securities measured at fair value. Changes in unrealized gains and losses for the Company's investment in the Joint Venture's debt securities are recognized as adjustments to other comprehensive income (loss) while changes in unrealized gains and losses for the Company's investment in the Joint Venture's purchase contracts are recognized as adjustments to pretax income (loss). The fair value measurement of the investments is based on available market data and a discounted cash flow analysis of the Joint Venture's debt and equity securities for which the Company is investing.

Dividend Receivable

As the dividend receivable was initially received in connection with the contribution of assets to the Joint Venture, the initial fair value was treated as a component of the Company's contribution of assets and receipt of its Investment in the Joint Venture. During the three and six months ended September 30, 2019 and 2018, the Company recognized a decrease in the Dividend Receivable which was recorded as a component of Loss from Equity Method Investment in the Joint Venture. The result was that no net equity-based compensation related to employees of the Joint Venture was recognized in the financial statements of the Company for the three and six months ended September 30, 2019 and 2018.

Following the adoption of FASB ASUNo. 2018-07, however, the measurement of equity-based compensation generally becomes fixed at the date of grant such that the fair value of the dividend receivable is no longer correlated with the amount of equity compensation recognized. As a result, following the adoption of FASB ASU No. 2018-07, the Loss from Equity Method Investment in the Joint Venture is subject to variability associated with changes in the fair value of the equity-based awards.

Change Healthcare Inc.
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8. Accumulated Other Comprehensive Income (Loss)

The following is a summary of the Company's proportionate share of the Joint Venture's accumulated other comprehensive income (loss) balances, net of taxes, as of and for the three and six months ended September 30, 2019 and 2018.

	Available For Sale Debt Security	Foreign Currency Translation Adjustment	Cash Flow Hedge	Accumulated Other Comprehensive Income (Loss)
Balance at March 31, 2018	\$ —	\$ 1,268	\$ 1,268	\$ 2,536
Cumulative effect of accounting change of the Joint Venture-ASU 2017-12	—	—	490	490
Change associated with foreign currency translation	—	(2,593)	—	(2,593)
Change associated with current period hedging	—	—	1,206	1,206
Reclassification into earnings	—	—	(424)	(424)
Balance at June 30, 2018	<u>\$ —</u>	<u>\$ (1,325)</u>	<u>\$ 2,540</u>	<u>\$ 1,215</u>
Change associated with foreign currency translation	—	566	—	566
Change associated with current period hedging	—	—	1,866	1,866
Reclassification into earnings	—	—	(388)	(388)
Balance at September 30, 2018	<u>\$ —</u>	<u>\$ (759)</u>	<u>\$ 4,018</u>	<u>\$ 3,259</u>
Balance at March 31, 2019	<u>\$ —</u>	<u>\$ (1,565)</u>	<u>\$ (1,691)</u>	<u>\$ (3,256)</u>
Cumulative effect of accounting change of the Joint Venture-ASU 2018-02	—	—	422	422
Change associated with foreign currency translation	—	226	—	226
Change associated with current period hedging	—	—	(5,117)	(5,117)
Reclassification into earnings	—	—	(314)	(314)
Balance at June 30, 2019	<u>\$ —</u>	<u>\$ (1,339)</u>	<u>\$ (6,700)</u>	<u>\$ (8,039)</u>
Unrealized gain (loss) on available for sale debt securities of the Joint Venture	1,173	—	—	1,173
Change associated with foreign currency translation	—	1,583	—	1,583
Change associated with current period hedging	—	—	(1,509)	(1,509)
Reclassification into earnings	—	—	199	199
Balance at September 30, 2019	<u>\$ 1,173</u>	<u>\$ 244</u>	<u>\$ (8,010)</u>	<u>\$ (6,593)</u>

Effective April 1, 2018, the Joint Venture adopted FASB ASUNo. 2017-12, which significantly changed the framework by which hedge accounting is recognized, presented and disclosed in the Joint Venture's financial statements. The adoption of this update by the Joint Venture resulted in a reclassification between its accumulated other comprehensive income (loss) and accumulated earnings (deficit).

Effective April 1, 2019, the Joint Venture adopted FASB ASUNo. 2018-02, which allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017. The adoption of this update resulted in a reclassification between accumulative other comprehensive income (loss) and accumulated earnings (deficit).

Change Healthcare Inc.
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As an investor in the Joint Venture, the Company has recognized its proportionate amount of these reclassifications as presented in the table above.

9. Equity Based Compensation

Effective as of the Company's initial public offering, the Company adopted the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which 25.0 million shares of the Company's common stock have been reserved for issuance to employees, directors and consultants of the Company, the Joint Venture and its affiliates.

In connection with the Omnibus Incentive Plan, the Company, during the three and six months ended September 30, 2019, granted to the Joint Venture's employees and directors one or a combination of time-vesting restricted stock units (RSUs), time-vesting deferred stock units, performance stock units, and cash settled restricted stock units under vesting terms that generally vary from one to four years from the date of grant. Each of these instruments is described below.

Restricted Stock Units ("RSUs")—The Company granted 4,436,758 RSUs during the three and six months ended September 30, 2019. The RSUs are subject to either a graded vesting schedule over four years, or a one or four year cliff vesting schedule, depending on the terms of the specific award. Upon vesting, the RSUs are exchanged for shares of the Company's common stock.

Performance Stock Units ("PSUs")—The Company granted 1,079,621 PSUs during the three and six months ended September 30, 2019. The PSUs consist of two tranches, one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual revenue growth rate over a three year period in comparison to a target percentage and one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Adjusted EBITDA growth rate over a three year period in comparison to a target percentage. The awards earned upon satisfaction of the performance conditions become vested on the fourth anniversary of the vesting commencement date of the award (i.e. continued service is required beyond the satisfaction of the performance condition prior to vesting). The Joint Venture recognizes compensation expense for the PSUs based on the number of awards that are considered probable to vest. Recognition of expense is based on the probability of achievement of performance targets and is periodically reevaluated.

Cash Settled Restricted Stock Units ("CSRSUs")—The Company granted 597,006 CSRSUs during the three and six months ended September 30, 2019. The CSRSUs are expected to vest ratably over three years. Upon vesting, however, the Company is required to pay cash in settlement of such CSRSUs based on their fair value at the date such CSRSUs vest.

Deferred Stock Units ("DSUs")—The Company granted 45,704 DSUs during the three and six months ended September 30, 2019. The DSUs vest 100% upon the one-year anniversary of the date of grant. Unlike the RSUs, however, the DSUs are exchanged for shares of the Company's common stock only following the participant's separation from service.

During the three and six months ended September 30, 2019, the Joint Venture recognized compensation expense of \$6,096 related to awards granted under the Omnibus Incentive Plan. At September 30, 2019, aggregate unrecognized compensation expense of the Joint Venture related to the awards granted under the Omnibus Incentive Plan was \$87,211.

10. Tangible Equity Units

In July 2019, the Company completed its offering of 5,750,000 TEUs. Total proceeds, net of underwriting discounts, were \$278,875. Each TEU, which has a stated amount of \$50, is comprised of a stock purchase contract and a senior amortizing note due June 30, 2022. The Company allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. The value allocated to the stock purchase contracts is reflected net of issuance costs in additional paid in capital. The value allocated to the senior amortizing notes is reflected in debt on the accompanying balance sheet, with payments expected in the next twelve months reflected in current maturities of long-term debt. Issuance costs, reflected as a reduction of the face amount of the amortizing notes, are being accreted to the face amount of the debt under the effective interest method.

Change Healthcare Inc.
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The aggregate values assigned upon issuance of the TEUs, based on the relative fair value of the respective components of each TEU, were as follows:

	Equity Component	Debt Component	Total
Price per TEU	\$ 41.7622	\$ 8.2378	\$ 50.00
Gross proceeds	240,133	47,367	287,500
Issuance costs	(7,204)	(1,421)	(8,625)
Net proceeds	<u>\$ 232,929</u>	<u>\$ 45,946</u>	<u>\$278,875</u>

Each senior amortizing note has an initial principal amount of \$8,2378 and bears interest at 5.5% per year. On each March 30, June 30, September 30 and December 30, the Company pays equal quarterly cash installments of \$0.7500 per amortizing note (except for the September 30, 2019 installment payment, which was \$0.7417 per amortizing note). Each installment constitutes a payment of interest and partial payment of principal. The carrying value and fair value of the senior amortizing notes as of September 30, 2019 was \$42,537 and \$43,896, respectively. Unless settled earlier, each purchase contract will automatically settle on June 30, 2022. The Company will deliver between a minimum of 18,429,325 shares and a maximum of 22,115,075 shares of the Company's common stock, subject to adjustment, based on the Applicable Market Value (as defined below) of the Company's common stock as described below:

- If the Applicable Market Value is greater than \$15.60 per share, holders will receive 3.2051 shares of common stock per purchase contract.
- If the Applicable Market Value is less than or equal to \$15.60 per share but greater than or equal to \$13.00 per share, the holder will receive a number of shares of the Company's common stock per purchase contract equal to \$50, divided by the Applicable Market Value; and
- If the Applicable Market Value is less than \$13.00 per share, the holder will receive 3.8461 shares of common stock per purchase contract.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of the Company's common stock over the twenty consecutive trading day period immediately preceding the balance sheet date, or June 30, 2022, for settlement of the stock purchase contracts.

The TEUs have a dilutive effect on the Company's net income (loss) per share. The 18,429,325 minimum shares to be issued are included in the calculation of basic net income (loss) per share. The difference between the minimum shares and the maximum shares are potentially dilutive securities, and accordingly, are included in the Company's diluted net income (loss) per share on a pro rata basis to the extent the Applicable Market Value is higher than \$13.00 but is less than \$15.60 at period end.

Change Healthcare Inc.
Notes to Condensed Financial Statements
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11. Other Investments

The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs included in the offering. Under these mirrored arrangements, the Joint Venture is required to make cash payments or to transfer LLC Units to the Company concurrent with any cash payments or issuance of shares by the Company pursuant to the terms of its TEUs. The Company accounts for these mirror arrangements as investments in debt and equity securities.

At September 30, 2019 and March 31, 2019, the Company's investment in debt securities are classified as "available-for-sale" and its investment in forward purchase contracts are considered equity securities measured at fair value. Changes in unrealized gains and losses for the Company's debt securities are recognized as adjustments to other comprehensive income (loss) while changes in unrealized gains and losses for the Company's investment in forward purchase contracts are recognized as adjustments to pretax income (loss).

A summary of the Company's other investments at September 30, 2019 and March 31, 2019 is summarized in the tables that follow.

	<u>September 30, 2019</u>			<u>Fair Value</u>
	<u>Amortized Costs</u>	<u>Unrealized Amounts</u>		
		<u>Gains</u>	<u>Losses</u>	
Debt Securities (Level 2)	\$ 42,326	\$ 1,571	\$ —	\$ 43,897
Forward Purchase Contracts (Level 2)	\$ 232,929	\$ —	\$ (2,435)	230,494
				<u>\$274,391</u>
Amounts classified within current assets				15,154
Amounts classified within Other investments				<u>\$259,237</u>

	<u>March 31, 2019</u>			<u>Fair Value</u>
	<u>Amortized Costs</u>	<u>Unrealized Amounts</u>		
		<u>Gains</u>	<u>Losses</u>	
Debt Securities	\$ —	\$ —	\$ —	\$ —
Forward Purchase Contracts	\$ —	\$ —	\$ —	—
				—
Amounts classified within current assets				—
Amounts classified within Other investments				<u>\$ —</u>

Scheduled maturities of investments in debt securities at September 30, 2019 were as follows:

	<u>Amortized Cost</u>	<u>Fair Value</u>
Due in one year or less	\$ 15,154	\$ 15,154
Due after one year through five years	27,172	28,742
Due after five years through ten years	—	—
Due after ten years	—	—
	<u>\$ 42,326</u>	<u>\$ 43,896</u>

Change Healthcare Inc.
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The portion of unrealized gains and losses for each period related to equity securities still held at each reporting date is calculated as follows:

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Six Months Ended</u> <u>September 30,</u>	
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
Net gains and losses recognized during the period on equity securities	\$ (2,435)	\$ —	\$ (2,435)	\$ —
Less: Net gains and losses recognized during the period on equity securities sold during the period	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Unrealized gains and losses recognized during the reporting period on equity securities still held at the reporting date	<u>\$ (2,435)</u>	<u>\$ —</u>	<u>\$ (2,435)</u>	<u>\$ —</u>

12. Subsequent Events

Agreement to Sell Office Property

In October 2019, the Joint Venture executed an agreement for the sale of its Alpharetta, GA office property for gross proceeds of approximately \$31,500. The sale is expected to be completed during the third quarter of the Joint Venture's fiscal year. While the Joint Venture expects to recognize a gain of an immaterial amount as a result of this transaction, the Company expects, as a result of the write-off of basis differences associated with this office property, to recognize a loss within its Loss from equity method investment in the Joint Venture of approximately \$14,000.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the financial condition and results of operations of Change Healthcare Inc. and Change Healthcare LLC is provided as a supplement to, and should be read in conjunction with, Change Healthcare Inc.'s and Change Healthcare LLC's audited financial statements and the accompanying notes as well as the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in Change Healthcare Inc.'s Registration Statement on Form S-1 (File No. 333-230345), as well as the unaudited consolidated financial statements and the related notes presented in Part I, Item 1 of this Quarterly Report for the quarter ended September 30, 2019 ("Quarterly Report").

In addition to historical data, this discussion contains forward-looking statements about the business, operations and financial performance of Change Healthcare Inc. and Change Healthcare LLC based on current expectations that involve risks, uncertainties and assumptions. Actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those discussed below in "Cautionary Notice Regarding Forward-Looking Statements," and Part II, Item 1A, "Risk Factors."

References in this discussion and analysis to "Change Healthcare Inc." refer to Change Healthcare Inc. and not to any of its subsidiaries. References in this discussion and analysis to the Joint Venture refer to Change Healthcare LLC and its direct and indirect subsidiaries.

Recent Developments

Effective June 26, 2019, Change Healthcare Inc.'s Registration Statement on Form S-1 for the initial public offering of 49.3 million shares of common stock and the concurrent offering of 5.75 million tangible equity units ("TEUs") was declared effective by the Securities and Exchange Commission ("SEC") and Change Healthcare Inc. subsequently amended its charter to authorize 9 billion shares of common stock and effected a 126.4 for 1 split of its common stock. Change Healthcare Inc.'s common stock and TEUs began trading the next day on the NASDAQ under the CHNG and CHNGU ticker symbols, respectively.

The offerings of common stock and TEUs were consummated on July 1, 2019 and resulted in Change Healthcare Inc. receiving net proceeds of \$608.7 million and \$278.9 million respectively, before consideration of offering costs paid subsequent to the offering from available cash. The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for 49.3 million additional units of the Joint Venture, thereby resulting in an additional ownership in the Joint Venture of approximately 11%. The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs issued by Change Healthcare Inc. in the offering. The Joint Venture, in turn, used the proceeds received from Change Healthcare Inc. to repay \$805.0 million of its indebtedness under the Term Loan Facility (as defined herein) without penalty in July 2019.

In July 2019, the Joint Venture amended its Revolving Credit Facility (as defined herein), the primary effects of which were to increase the maximum amount that can be borrowed from \$500.0 million to \$785.0 million and to extend the maturity date until March 1, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds \$1.1 billion on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023.

Change Healthcare Inc.

Overview

Change Healthcare Inc. (formerly HCIT Holdings, Inc.), a Delaware corporation, was formed on June 22, 2016 to hold an equity investment in Change Healthcare LLC, a joint venture between Change Healthcare Inc. and McKesson Corporation ("McKesson"), which we refer to as the Joint Venture. Each of Change Healthcare Inc. and McKesson holds a 50% voting interest in the Joint Venture, with equal representation on the Joint Venture's board of directors and with all major operating, investing and financial activities requiring the consent of both members. As a result, Change Healthcare Inc. accounts for this investment using the equity method of accounting.

Change Healthcare Inc. has no substantive assets apart from its investment in the Joint Venture. As a result, Change Healthcare Inc. believes the financial statements of the Joint Venture are more relevant to an investor than Change Healthcare Inc.'s financial statements as they include greater detail regarding the financial condition and results of operations of the business.

Key Components of Change Healthcare Inc.'s Results of Operations

Loss from Equity Method Investment in the Joint Venture

Loss from equity method investment in the Joint Venture generally represents Change Healthcare Inc.'s proportionate share of the income or loss from this investment, including basis adjustments related to amortization expense associated with equity method intangible assets, property and equipment, deferred revenue and other items.

Loss from equity method investment in the Joint Venture was \$56.2 million and \$25.6 million for the three months ended September 30, 2019 and 2018, respectively. The loss from equity method investment in the Joint Venture increased as a result of incremental basis difference amortization due to the additional units of the Joint Venture that were acquired using the proceeds of the initial public offering, combined with lower operating profits at the Joint Venture in the current quarter when compared to the same quarter in the prior year, primarily due to the gain recognized from the sale of the Joint Venture's extended care business during the three months ended September 30, 2018.

Loss from equity method investment in the Joint Venture was \$95.7 million and \$48.3 million for the six months ended September 30, 2019 and 2018, respectively. The loss from equity method investment in the Joint Venture for the six months ended September 30, 2019 was discretely affected by the Joint Venture's adoption of Financial Accounting Standards Board ("FASB") Accounting Standards Codification No. 606 ("ASC 606") and Change Healthcare Inc.'s adoption of FASB Accounting Standards Update No. 2018-07 ("ASU 2018-07"). The loss from equity method investment in the Joint Venture was decreased by approximately \$17.0 million as a result of the continuing effect of the adoption of ASC 606 and was increased by approximately \$45.4 million as a result of changes in the fair value of its dividend receivable following the adoption of ASU 2018-07.

General and Administrative Expense and Management Fees

In addition to its income (loss) from its equity method investment in the Joint Venture, Change Healthcare Inc. may also periodically incur certain other operating expenses, including professional service fees, general liability insurance, and other fees associated with being an SEC registrant.

To the extent any such fees Change Healthcare Inc. incurs are required to facilitate or maintain its status as a public company, however, the limited liability company agreement of the Joint Venture (the "LLC Agreement") contemplates that Change Healthcare Inc. be reimbursed for such costs by the Joint Venture. Such reimbursements are classified as management fees within Change Healthcare Inc.'s statements of operations.

Gain (Loss) on Sale of Interests in the Joint Venture

Under the terms of the LLC Agreement, Change Healthcare Inc. and the Joint Venture agreed to cooperate to ensure a 1:1 ratio of outstanding shares of common stock of Change Healthcare Inc. to the units of the Joint Venture ("LLC Units") held by Change Healthcare Inc. as long as the subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members") hold LLC Units. This provision requires that Change Healthcare Inc. be issued an additional LLC Unit for each share of common stock that Change Healthcare Inc. issues. Similarly, for any share that Change Healthcare Inc. repurchases, the Joint Venture is likewise required to repurchase a respective LLC Unit from Change Healthcare Inc. In this latter case, the repurchase by the Joint Venture of LLC Unit(s) from Change Healthcare Inc. results in a gain or loss to Change Healthcare Inc. equal to the difference in the fair value of such LLC Units and the proportionate carrying value of Change Healthcare Inc.'s investment in the Joint Venture associated with such repurchased LLC Units.

Income Taxes

As the Joint Venture is treated as a partnership for income tax purposes, Change Healthcare Inc. is subject to income taxes for its allocable portion of the Joint Venture's taxable income. The income tax benefit was \$13.6 million and \$6.8 million (which resulted in effective income tax rates of 12.7% and 26.7%) for the three months ended September 30, 2019 and 2018, respectively. The income tax benefit was \$15.8 million and \$11.6 million (which resulted in effective income tax rates of 10.7% and 24.3%) for the six months ended September 30, 2019 and 2018, respectively.

In connection with the closing of the Transactions, the Joint Venture, subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members"), McKesson and the Company entered into a tax receivable agreement (the "McKesson Tax Receivable Agreement"). Additionally, the Company, the Joint Venture, McKesson and certain of McKesson's affiliates have entered into a letter agreement relating to the Contribution Agreement (the "Letter Agreement"). The McKesson Tax Receivable Agreement and the Letter Agreement contemplate payments from the Company to the McK Members or to McKesson based upon certain criteria

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as outlined in Note 6, *Income Taxes*. In the three months ended September 30, 2019 the Company has recorded a liability to McKesson equal to \$48.4 million, which reflects the amount payable for future tax savings the Company anticipates receiving as a result of deductions that are probable to be allocated by McKesson to the Company for the year ended March 31, 2019.

Liquidity and Capital Resources

Overview

Change Healthcare Inc.'s principal source of liquidity consists of distributions or advances from the Joint Venture. To the extent that Change Healthcare Inc. requires additional funds, Change Healthcare Inc. may need to raise funds through subsequent debt or equity financing.

Change Healthcare Inc. has not incurred, nor does it expect to incur, significant capital expenditures in the normal course of business or to pursue acquisition opportunities other than through the Joint Venture.

Off-Balance Sheet Arrangements

As of September 30, 2019, Change Healthcare Inc. had no off-balance sheet arrangements.

Recent Accounting Pronouncements

See Note 2, *Basis of Presentation*, within Change Healthcare Inc.'s financial statements appearing elsewhere in this Quarterly Report for information about recent accounting pronouncements and the potential impact on Change Healthcare Inc.'s financial statements.

Critical Accounting Estimates

The preparation of financial statements in accordance with United States generally accepted accounting principles ("GAAP") requires Change Healthcare Inc. to make estimates and assumptions that affect reported amounts and related disclosures. Change Healthcare Inc. considers an accounting estimate to be critical if:

- it requires assumptions to be made that were uncertain at the time the estimate was made; and
- changes in the estimate or different estimates that could have been made could have a material impact on Change Healthcare Inc.'s results of operations and financial condition.

As disclosed in Note 2, *Summary of Significant Accounting Policies*, in Change Healthcare Inc.'s Registration Statement on Form S-1 (333-230345), Change Healthcare Inc. evaluates its equity method investment for impairment review whenever an event or change in circumstances occurs that may have a significant adverse impact on the carrying value of the investment. If a loss in value occurs that is deemed to be other than temporary, an impairment loss would be recognized.

Subsequent to the IPO, Change Healthcare Inc. now has a publicly available indication of the value of its investment in the Joint Venture. Accordingly, Change Healthcare Inc. evaluated its equity method investment for an other-than-temporary impairment ("OTTI"). Change Healthcare Inc. considered various factors in determining whether an OTTI had occurred, including Change Healthcare Inc.'s ability and intent to hold the investment, the trading history available, the implied EBITDA valuation multiples compared to public guideline companies, and the Joint Venture's ability to achieve milestones and any operational and strategic changes by the Joint Venture that might have negatively impacted the fair value. After the evaluation, Change Healthcare Inc. determined that an OTTI had not occurred as of September 30, 2019 or as of the date of this quarterly report on Form 10-Q. However, the Joint Venture may experience declines in its fair value, and Change Healthcare Inc. may determine an impairment loss will be required to be recognized in a future reporting period. Such determination will be based on the prevailing facts and circumstances, including those related to the reported results and disclosures of the Joint Venture, as well as from changes in the market price of Change Healthcare Inc.'s common stock.

Change Healthcare Inc.'s investments in the debt and equity securities of the Joint Venture are reported at fair value. The measurement of these investments is impacted by changes in market interest rates, as well as factors that impact the underlying value of the Joint Venture's equity. See Note 11 for further discussion.

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Change Healthcare Inc. believes the current assumptions and other considerations used to estimate amounts reflected in Change Healthcare Inc.'s financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in Change Healthcare Inc.'s financial statements, the resulting changes could have a material adverse effect on Change Healthcare Inc.'s results of operations and financial condition.

See Note 2, *Summary of Significant Accounting Policies*, within Change Healthcare Inc.'s financial statements appearing in the Registration Statement on Form S-1 (333-230345) for information about Change Healthcare Inc.'s other critical accounting policies.

Quantitative and Qualitative Disclosure of Market Risk

As Change Healthcare Inc. has no substantive assets or operations apart from its investment in the Joint Venture, Change Healthcare Inc. does not believe that it has significant market risk.

Summary Disclosures about Contractual Obligations and Commercial Commitments

During the three months ended September 30, 2019, Change Healthcare Inc. issued TEUs comprised of a stock purchase contract and a senior amortizing note due June 30, 2022. See Note 10, *Tangible Equity Units*. Change Healthcare Inc. has no other ongoing contractual obligations or commercial commitments as of September 30, 2019.

Change Healthcare LLC

Overview

The Joint Venture is a leading independent healthcare technology company, formed through the combination of substantially all of the businesses of Change Healthcare Performance, Inc. (formerly Change Healthcare, Inc.) ("Legacy CHC") and a majority of the McKesson Technology Solutions business ("Core MTS"), which was completed on March 1, 2017. The Joint Venture offers a comprehensive suite of software, analytics, technology enabled services and network solutions that drive improved results in the complex workflows of healthcare system payers and providers. The Joint Venture's solutions are designed to improve clinical decision making, simplify billing, collection and payment processes and enable a better patient experience.

The Joint Venture offers comprehensive end-to-end solutions with modular capabilities to address its customers' needs. Working with its customers to analyze workflows before, during and after care has been delivered to patients, the Joint Venture designs and commercializes innovative solutions for various points in the healthcare delivery timeline. The Joint Venture's offerings range from discrete data and analytics solutions to broad enterprise-wide solutions, which include workflow software and technology-enabled services that help its customers achieve their operational objectives.

The Joint Venture's Intelligent Healthcare Network was created to facilitate the transfer of data among participants and is one of the largest clinical and financial healthcare networks in the United States. In the fiscal year ended March 31, 2018, Change Healthcare facilitated nearly 14 billion healthcare transactions and approximately \$1 trillion in adjudicated claims or approximately one-third of all U.S. healthcare expenditures. The Joint Venture serves the vast majority of U.S. payers and providers. The Joint Venture's customer base includes approximately 2,200 government and commercial payer connections, 900,000 physicians, 118,000 dentists, 33,000 pharmacies, 5,500 hospitals and 600 laboratories. This network transacts clinical records for over 112 million unique patients, more than one-third of the estimated total U.S. population. With insights gained from its pervasive network, extensive applications and analytics portfolio and its services operations, the Joint Venture has designed analytics solutions that include industry-leading and trusted franchises supported by extensive intellectual property and regularly updated content.

In addition to the advantages of scale, the Joint Venture believes it offers the collaborative benefits of a mission-critical partner. The Joint Venture seeks enduring relationships with each customer through solutions embedded in their complex daily workflows that deliver measurable results. The Joint Venture's customer retention rate for its top 50 provider and top 50 payer customers for the fiscal year ended March 31, 2019 was 100%. The Joint Venture believes its size, scale, thought leadership and prevalence across the healthcare ecosystem help make it a preferred partner for innovative technology companies and industry associations focused on driving standardization and efficiencies in the healthcare industry.

Segments

The Joint Venture reports its financial results in the following three reportable segments: Software and Analytics, Network Solutions and Technology-Enabled Services.

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- Software and Analytics provides software and analytics solutions for financial performance, payment accuracy, clinical decision management, value-based payment, provider and consumer engagement and imaging and clinical workflow.
- Network Solutions enables financial, administrative and clinical transactions, electronic business-to-business and consumer-to-business payments and aggregation and analytics of clinical and financial data.
- Technology-Enabled Services provides solutions for financial and administrative management, value-based care, communication and payment, pharmacy benefits administration and healthcare consulting.

In April 2019, the Joint Venture made certain changes in the way that it manages its business and allocates costs. Specifically, the Joint Venture made the following changes:

- Moved its consumer payments solution from the Network Solutions reportable segment to the Technology-enabled Services reportable segment.
- Moved its consumer engagement solutions from the Software and Analytics reportable segment to the Network Solutions reportable segment.
- Made certain changes in the way that costs are assigned to reportable segments.

The presentation of revenue and Adjusted EBITDA included within this management's discussion and analysis of financial condition and results of operations has been retrospectively adjusted for all periods presented to reflect the above described changes.

Factors Affecting Change Healthcare's Results of Operations

The following are certain key factors that affect, will affect, or have recently affected, the Joint Venture's results of operations:

Post-Contribution Cost Synergies

In connection with the Transactions, the Joint Venture identified opportunities to implement certain cost synergies based on its analyses of existing operating structures, estimated spend by category, its resource requirements and industry benchmarks for similar activities. The Joint Venture expects such cost synergies to include, among others, (i) product integration, network efficiencies and combining common products; (ii) procurement savings from the elimination of duplicate orders, leveraging scale and optimization of providers; (iii) utilization of global talent; and (iv) reduction of management redundancies and duplicative roles.

By the end of the fourth year following the combination of Legacy CHC and Core MTS, the Joint Venture expects to have implemented operational initiatives to fully realize these synergies, which are expected to result in significant annual run-rate cost savings and efficiencies. The Joint Venture has incurred significant non-recurring expenses and expects to continue to incur such expenses in order to achieve these cost synergies.

Macroeconomic and Industry Trends

The healthcare industry is highly regulated and subject to frequently changing complex regulatory and other requirements. For example, ongoing healthcare reform has significantly affected the healthcare regulatory environment by changing how healthcare services are covered, delivered and reimbursed through coverage expansion, reduced federal healthcare program spending, increased efforts to link federal healthcare program payments to quality and efficiency and insurance market reforms. The number of states that will ultimately participate in some form of Medicaid expansion and the future of mandated coverage for individuals is not yet clear. If the Patient Protection and Affordable Care Act (collectively, the "ACA") is repealed or significantly modified, such repeal or modification, any alternative reforms adopted in its place or the failure to adopt alternative reforms may have a material impact on the Joint Venture's business. For example, since many of the Joint Venture's products and services include solutions designed to assist customers in effectively navigating the shift to value-based healthcare, the elimination of, or significant reductions to, the ACA's various value-based healthcare initiatives may adversely impact the Joint Venture's business. While the specific regulatory instruments and tactics used to implement reform may change in the future, the Joint Venture expects that the pervasive focus on improving coverage, efficiency and quality and related needs for payers and providers to optimize performance and reduce costs will continue.

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Revenue Convergence

In April 2019, the Joint Venture adopted Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers*, which replaces most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework.

The Joint Venture adopted ASC 606 using the modified retrospective transition method applied only to contracts that were not completed as of the date of initial application. The adoption of ASC 606 resulted in a cumulative effect adjustment to reduce members’ equity (deficit) as of April 1, 2019 by \$159.9 million. After assessing all potential impacts of adopting the new standard on its consolidated financial statements, related disclosures, and necessary control and process changes, the Joint Venture noted the following to be the most notable impacts of adopting the new standard:

- Revenue for certain contingent fee service arrangements will be accelerated as revenue for these arrangements is recognized as the services are performed.
- Revenue related to certain time-based software and content license agreements will be accelerated. The license component for certain time-based software will be recognized upon delivery to the customer (“point in time”), or in the case of software that requires significant production, modification or customization, recognized as the implementation work is performed. A non-license component (e.g., technical support) will be recognized over the respective contract terms (“over time”).
- Incremental costs to obtain contracts and qualifying costs to fulfill will be capitalized and amortized over the period of benefit. The net result of this change was an increase to capitalized contract costs on the balance sheet; these capitalized costs will be amortized and recognized as expense over an incrementally longer period of time.

Refer to Note 2, *Basis of Presentation*, in the unaudited condensed financial statements of the Joint Venture included as Exhibit 99.1 to this Quarterly Report for a full description of the impact of the adoption of ASC 606 on the Joint Venture’s financial statements.

Equity-based Compensation

Change Healthcare Inc. grants equity-based awards of Change Healthcare Inc. common stock to certain employees, officers and directors of Change Healthcare Inc. and the Joint Venture. For grants to employees, equity-based awards are generally measured at the date of grant and recognized as expense over each employee’s service period. Because the Joint Venture’s employees are not considered employees of Change Healthcare Inc., however, prior to the adoption of FASB ASU No. 2018-07 on April 1, 2019, the Joint Venture was generally required to re-measure these equity-based awards at fair value each quarter until the earlier of the completion of required service or the performance commitment date. As a result, the Joint Venture’s results of operations have historically reflected volatility from the periodic re-measurement of its equity-based awards.

In April 2019, the Joint Venture adopted FASB ASU No. 2018-07, the effect of which is to require that equity awards to non-employees be treated similarly to awards to employees. As a result, the Joint Venture expects to significantly lessen the volatility on equity-based compensation that has historically resulted from changes in the fair value of the underlying stock of Change Healthcare Inc., stock price volatility among its peer companies, changes in interest rates and the passage of time.

In connection with the initial public offering, the Board of Directors adopted, and the stockholders approved, the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the “Omnibus Incentive Plan”), which became effective as of the date of the IPO. The purpose of our Omnibus Incentive Plan is to provide a means through which to attract and retain key personnel and to provide a means whereby our directors, officers, employees, consultants and advisors (and those of the Joint Venture and its subsidiaries) can acquire and maintain an equity interest in us or be paid incentive compensation. The Omnibus Incentive Plan allows us to implement a new market-based long-term incentive program to align our executive compensation package with similarly situated public companies.

As part of the 2019 Omnibus Incentive Plan, the Board of Directors may, from time to time, grant awards to one or more eligible persons. All awards granted under the Plan shall vest and become exercisable in such manner and on such dates or upon such events as determined by the Board of Directors, including attainment of performance conditions. Each award granted under the Omnibus Incentive Plan shall be evidenced by an award agreement, which agreement need not be the same for each participant.

Refer to Note 11, *Equity Based Compensation*, in the unaudited condensed financial statements of the Joint Venture included as Exhibit 99.1 to this Quarterly Report for a full description of the new awards included in the long-term incentive program.

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Acquisitions and Divestitures

The Joint Venture actively evaluates opportunities to improve and expand its business through targeted acquisitions that are consistent with its strategy. On occasion, the Joint Venture also may dispose of certain components of its business that no longer fit within its overall strategy. Because of the Joint Venture's acquisition and divestiture activity, as well as the shifting revenue mix of its business due to this activity, the Joint Venture's results of operations may not be directly comparable among periods.

In July 2018, certain of the Joint Venture's affiliates sold all of the membership interests in the Joint Venture's extended care business (a component of the software and analytics reportable segment) for net cash proceeds of \$159.9 million.

Income Taxes

The Joint Venture's effective income tax rate is affected by several factors. The following table and subsequent commentary reconciles the Joint Venture's federal statutory rate to its effective income tax rate and the subsequent commentary describes the more significant of the reconciling factors:

	Six Months Ended September 30, 2019	Six Months Ended September 30, 2018
Statutory U.S. federal tax rate	21.00%	21.00%
State income taxes (net of federal benefit)	0.13	(0.04)
Income passed through to Members	(16.39)	(21.15)
Change in valuation allowance	(4.58)	0.05
Research and development credits (net of uncertain tax positions)	(2.29)	(2.83)
Return to provision adjustments	1.29	0.14
Other	4.29	1.03
Effective income tax rate	<u>3.45%</u>	<u>(1.80)%</u>

State Income Taxes—The Joint Venture's effective tax rate for state income taxes is generally impacted by changes in its apportionment.

Income Passed through to Members—Certain of the Joint Venture's subsidiaries are organized as limited liability corporations and report income that is distributed to the Members where it is subject to income taxes.

Change in tax liability on outside basis difference of foreign subsidiary—The Joint Venture records tax expense or benefit related to undistributed earnings in a foreign subsidiary for the change in the amount of excess of book basis over tax basis in the subsidiary.

Change in Valuation Allowance—The Joint Venture records valuation allowances or reverses existing valuation allowances related to assumed future income tax benefits depending on circumstances and factors related to its business. During the six months ended September 30, 2019, the Joint Venture released a valuation allowance related to prior deferred tax assets as a result of its change in judgment resulting from forecasted earnings and tax planning strategies that provide for future taxable income in the relevant jurisdictions.

Research and development credits (net of uncertain tax position liability)—The Joint Venture records credits against income taxes for certain research and development expenditures in the U.S. and Canada net of the portion that is estimated to be included in Change Healthcare Inc.'s unrecognized tax benefits.

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Qualified McKesson Exit

In connection with a Qualified McKesson Exit, we anticipate that Change Healthcare Inc. will acquire the interest in the Joint Venture that it did not own prior to such transaction. As a result, in periods following the Qualified McKesson Exit, Change Healthcare LLC is expected to be a wholly-owned subsidiary of Change Healthcare Inc., and Change Healthcare Inc. will consolidate the financial position and results of Change Healthcare LLC in its financial statements.

Change Healthcare Inc. expects to account for the Qualified McKesson Exit and related transactions as a business combination achieved in stages in accordance with the FASB Accounting Standards Codification Business Combinations Topic, resulting in a new basis of accounting. As a result, Change Healthcare Inc. will be required to remeasure its investment in the Joint Venture to fair value as of the date that control is obtained and will recognize a gain or loss in its statement of operations for the difference in the carrying value and fair value of this investment. Further, Change Healthcare Inc. expects to recognize the consideration transferred, as well as the acquired business's identifiable assets, liabilities and noncontrolling interests at their acquisition date fair value. The excess of the consideration transferred over the fair value of the identifiable assets, liabilities and noncontrolling interest, if any, is anticipated to be recorded as goodwill. Any excess of the fair value of the identifiable assets acquired and liabilities assumed over the consideration transferred, if any, would generally be recognized within earnings as of the acquisition date.

As a result of the accounting for these transactions and the anticipated change in basis of accounting, the consolidated results of Change Healthcare Inc. in periods following the Qualified McKesson Exit will not be comparable to the consolidated results of the Joint Venture in periods prior to the Qualified McKesson Exit. The following are certain of the more significant changes resulting from the Qualified McKesson Exit that are expected to affect the comparability of financial results and operations:

- Gain or loss upon remeasuring Change Healthcare Inc.'s investment in the Joint Venture at its fair value.
- Increased tangible and intangible assets resulting from adjusting the basis of tangible and intangible assets to their fair value which is expected to result in increased depreciation and amortization expense.
- Potential increase or decrease in long-term debt as a result of adjustments to state the long-term debt at its fair value. Resulting differences in the historical carrying value and fair value of the long-term debt are expected to result in either additional discount or premium which, in turn, may materially increase or decrease future interest expense.
- Decreased deferred revenue as a result of recognizing deferred revenue in the business combination only to the extent that contractual obligations remain to be fulfilled at that time. Decreases in deferred revenue are expected to result in decreased solutions revenue in the near term.
- Income currently attributable to the Joint Venture and not subject to U.S. federal income taxes and most state and local income taxes will become subject to such taxes, resulting in an expected increase in Change Healthcare Inc.'s effective tax rate compared with the historical effective tax rate of the Joint Venture.

Results of Operations

The Joint Venture adopted the new revenue recognition accounting standard, ASC 606, effective April 1, 2019 on a modified retrospective basis. Its results of operations as presented within the following discussion and analysis includes financial results for reporting periods during fiscal 2020, which are disclosed in compliance with the new revenue recognition standard. Historical financial results for reporting periods prior to fiscal 2020 have not been retroactively restated and are presented in conformity with amounts previously disclosed under the prior revenue recognition standard, ASC 605. The Joint Venture has included additional information regarding the impacts from the adoption of the new revenue recognition standard for the three and six months ended September 30, 2019 and included financial results during fiscal 2020 under ASC 605 for comparison to the prior year.

The following table summarizes our consolidated results of operations for the three months ended September 30, 2019 and 2018, respectively:

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(in millions)	Three Months Ended September 30,						Six Months Ended September 30,					
	2019		2018		\$	%	2019		2018		\$	%
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	Change	Change	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	Change	Change
Revenue												
Solutions revenue	\$ 738.7	\$ 9.9	\$ 748.6	\$ 737.8	\$ 10.8	1.5%	\$1,535.8	\$ (31.6)	\$ 1,504.2	\$ 1,495.5	\$ 8.7	0.6%
Postage revenue	57.1	—	57.1	62.4	(5.3)	(8.5)	115.6	—	115.6	128.0	(12.4)	(9.7)
Total revenue	795.8	9.9	805.7	800.2	5.5	0.7	1,651.4	(31.6)	1,619.8	1,623.5	(3.7)	(0.2)
Operating expenses												
Costs of operations (exclusive of depreciation and amortization below)	331.2	1.0	332.2	327.6	4.6	1.4	658.2	1.8	660.0	665.0	(5.0)	(0.8)
Research and development	51.8	—	51.8	51.2	0.6	1.2	101.1	—	101.1	106.6	(5.5)	(5.2)
Sales, marketing, general and administrative	190.0	4.6	194.6	207.1	(12.5)	(6.0)	383.3	9.8	393.1	414.0	(20.9)	(5.0)
Customer postage	57.1	—	57.1	62.4	(5.3)	(8.5)	115.6	—	115.6	128.0	(12.4)	(9.7)
Depreciation and amortization	77.4	—	77.4	69.3	8.1	11.7	148.8	—	148.8	137.8	11.0	8.0
Accretion and changes in estimate with related parties, net	3.2	—	3.2	5.9	(2.7)	(45.8)	7.1	—	7.1	9.8	(2.7)	(27.6)
Gain on sale of the Extended Care Business	—	—	—	(111.4)	111.4	(100.0)	—	—	—	(111.4)	111.4	(100.0)
Total operating expenses	710.7	5.6	716.3	612.1	104.2	17.0	1,414.1	11.6	1,425.7	1,349.8	75.9	5.6
Operating income	85.1	4.3	89.4	188.1	(98.7)	(52.5)	237.3	(43.2)	194.1	273.7	(79.6)	(29.1)
Non-operating (income) and expense												
Interest expense	69.9	—	69.9	80.7	(10.8)	(13.4)	153.3	—	153.3	159.2	(5.9)	(3.7)
Loss on extinguishment of debt	16.9	—	16.9	—	16.9	—	16.9	—	16.9	—	16.9	—
Contingent consideration	1.7	—	1.7	(0.1)	1.8	(1,800.0)	0.9	—	0.9	0.2	0.7	350.0
Other, net	(4.4)	—	(4.4)	(3.8)	(0.6)	15.8	(8.2)	—	(8.2)	(9.4)	1.2	(12.8)
Non-operating (income) and expense	84.1	—	84.1	76.8	7.3	9.5	162.9	—	162.9	150.0	12.9	8.6
Income (loss) before income tax provision (benefit)	1.0	4.3	5.3	111.3	(106.0)	(95.2)	74.4	(43.2)	31.2	123.7	(92.5)	(74.8)
Income tax provision (benefit)	1.0	—	1.0	(2.1)	3.1	(147.6)	2.6	(2.3)	0.3	(2.2)	2.5	(113.6)
Net income (loss)	\$ 0.0	\$ 4.3	\$ 4.3	\$ 113.4	\$(109.1)	(96.2)%	\$ 71.8	\$ (40.9)	\$ 30.9	\$ 125.9	\$(95.0)	(75.5)%

As a result of displaying amounts in millions, rounding differences may exist in the table above.

Three Months Ended September 30, 2019 (ASC 605 Basis) Compared to Three Months Ended September 30, 2018

Solutions Revenue

Solutions revenue increased \$10.8 million for the three months ended September 30, 2019, compared with the same period in the prior year. Factors affecting the Joint Venture's solutions revenue are described in the various segment discussions below.

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Expenses

Costs of Operations (Exclusive of Depreciation and Amortization)

Costs of operations (exclusive of depreciation and amortization) increased \$4.6 million for the three months ended September 30, 2019, compared with the same period in the prior year. The increase in the Joint Venture's costs of operations is primarily attributable to an increase in information technology maintenance and data and communications costs.

Research and Development

Research and development expenses increased \$0.6 million for the three months ended September 30, 2019, compared with the same period in the prior year. The increase is primarily attributable to increases in investments, offset by synergies associated with reduction or elimination of duplicative roles.

Sales, Marketing, General and Administrative

Sales, marketing, general and administrative expenses decreased \$12.5 million for the three months ended September 30, 2019, compared with the same period in the prior year. Sales, marketing, general and administrative expense for each of the three months ended September 30, 2019 and 2018 reflects significant integration related costs, including professional and consulting fees related to rationalizations of information technology, business process re-engineering, implementation of human resource and finance information technology systems, severance and other costs. The amount of such costs, however, decreased by \$8.5 million in the three months ended September 30, 2019 as compared to the same period in the prior year.

Customer Postage

Customer postage decreased \$5.3 million for the three months ended September 30, 2019, compared with the same period in the prior year. Customer postage is affected by the declines in print volumes within communication and payment solutions, which were partially offset by the effect of a USPS postage rate increase in January 2019 (e.g. an increase in first-class postage of 10%). Because customer postage is a pass-through cost to the Joint Venture's customers, however, changes in volume of customer postage generally have no effect on operating income.

Depreciation and Amortization

Depreciation and amortization increased \$8.1 million for the three months ended September 30, 2019, compared with the same period in the prior year. Depreciation and amortization were generally affected by routine amortization of tangible and intangible assets existing at March 31, 2019 as well as the routine amortization and depreciation of additions to property, equipment, and software since that date.

Accretion and changes in estimate with related parties, net

Accretion and changes in estimate with related parties, net decreased \$2.7 million for the three months ended September 30, 2019, compared with the same period in the prior year. Accretion is routinely affected by changes in the expected timing or amount of cash flows which may result from various factors, including changes in tax rates and McKesson's discretionary allocation of deductions under the terms of the Letter Agreement.

Interest expense

Interest expense decreased \$10.8 million for the three months ended September 30, 2019, compared with the same period in the prior year. This decrease is primarily attributable to the repayment of approximately \$805.0 million of variable interest rate debt in July 2019 from the proceeds of the initial public offering and an additional repayment of \$85.0 million during the three months ended September 30, 2019. The Joint Venture has interest rate cap agreements in place to limit its exposure to rising interest rates, and such agreements together with the Joint Venture's fixed rate notes effectively fixed interest rates for approximately 59% of the Joint Venture's total indebtedness at September 30, 2019.

Loss on Extinguishment of Debt

Loss on extinguishment of debt for the three months ended September 30, 2019 of \$16.9 million includes a loss of \$15.8 million related to the unamortized discounts and debt issuance costs associated with the total repayment of \$890.0 million on the Term Loan Facility, as well as a loss of \$1.1 million due to the deemed extinguishment associated with the amendment of the Revolving Credit Facility.

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Contingent consideration

Contingent consideration reflects changes in the fair value of the Joint Venture's earnout obligation to the former owners of an acquired business. Such amounts may increase or decrease in the future based on changes in the expected amount, timing, and probability of making such payments in the future.

Other, net

Other, net primarily represents income the Joint Venture receives from McKesson and eRx Network related to transitional and other services that we provide them following the closing of the Transactions in March 2017.

Income Tax Provision (Benefit)

The income tax provision was \$1.0 million (effective tax rate of 115.0%) for the three months ended September 30, 2019 as compared to an income tax benefit of \$2.1 million (effective tax rate of -1.9%) for the three months ended September 30, 2018. The Joint Venture's income taxes and related effective tax rate are routinely affected by it and its subsidiaries' legal organization. Certain of the Joint Venture's subsidiaries are organized as limited liability corporations and report income that is distributed to the Members where it is subject to income taxes. Other subsidiaries are organized as corporations, for which the tax effects are directly reflected in the Joint Venture's financial statements.

Solutions Revenue and Adjusted EBITDA

	Three Months Ended September 30,					
	2019			2018		
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	\$ Change	% Change
(in millions)						
Solutions revenue (1)						
Software and Analytics	\$ 376.1	\$ 13.2	\$ 389.3	\$ 383.5	\$ 5.8	1.5%
Network Solutions	\$ 144.3	\$ —	\$ 144.3	\$ 136.3	\$ 8.0	5.9%
Technology-enabled Services	\$ 244.1	\$ (3.2)	\$ 240.9	\$ 243.3	\$ (2.4)	(1.0)%
Adjusted EBITDA						
Software and Analytics	\$ 140.1	\$ 8.8	\$ 148.9	\$ 139.4	\$ 9.5	6.8%
Network Solutions	\$ 86.5	\$ (0.4)	\$ 86.1	\$ 83.6	\$ 2.5	3.0%
Technology-enabled Services	\$ 44.8	\$ (3.8)	\$ 41.0	\$ 39.2	\$ 1.8	4.6%

(1) Includes inter-segment revenue

As a result of displaying amounts in millions, rounding differences may exist in the tables above.

Software and Analytics

Software and Analytics revenue increased \$5.8 million for the three months ended September 30, 2019 compared with the same period in the prior year. Software and Analytics revenue reflects core revenue growth and timing, partially offset by ongoing efforts to rationalize the connected analytics solution and the effect of prior year one-time nonrecurring revenue of \$6.0 million in the enterprise imaging business.

Software and Analytics Adjusted EBITDA increased \$9.5 million for the three months ended September 30, 2019, compared to the same period in the prior year. This increase in Adjusted EBITDA was attributable to core revenue growth and timing, operational synergies, and cost initiatives related to the connected analytics solution, partially offset by the decline in the enterprise imaging business.

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Network Solutions

Network Solutions revenue increased \$8.0 million for the three months ended September 30, 2019 compared with the same period in the prior year, which primarily reflects increased revenues resulting from the sale of new contracts in the data solutions, dental and medical network businesses and stronger volume.

Network Solutions Adjusted EBITDA increased by \$2.5 million for the three months ended September 30, 2019 compared to the same period in the prior year. As described above, Network Solutions revenue was positively affected by increased revenues resulting from the sale of new contracts in the data solutions, dental and medical network businesses and stronger volumes. Adjusted EBITDA similarly increased as a result of these factors partially offset by investments to support the data solutions new market expansion efforts and continued investment in network capabilities.

Technology-enabled Services

Technology-enabled Services revenue decreased \$2.4 million for the three months ended September 30, 2019, compared with the same period in the prior year. Technology-enabled Services revenue for the three months ended September 30, 2019 was primarily impacted by new sales and same store organic growth of \$24 million, which was more than offset by \$30 million of customer attrition (including the company's decision to exit certain contracts). Customer attrition for the three months ended September 30, 2019 reflects the full current period impact of attrition that occurred throughout fiscal year 2019 in the Joint Venture's physician revenue cycle management and communication and payment services solutions, driven by industry consolidation. While the Joint Venture expects that such consolidation will continue in the future, as part of its strategy, the Joint Venture is repositioning certain of its solutions to better address end market dynamics, enhance efficiency and to improve the long-term growth potential of these solutions.

Technology-enabled Services Adjusted EBITDA increased \$1.8 million for the three months ended September 30, 2019, compared to the same period in the prior year. Technology-enabled Services Adjusted EBITDA for the three months ended September 30, 2019 reflects the decrease in Technology-enabled Services revenue which was more than offset by cost savings from the Joint Venture's post-contribution cost synergy initiatives.

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Six Months Ended September 30, 2019 (ASC 605 Basis) Compared to Six Months Ended September 30, 2018

Solutions Revenue

Solutions revenue increased \$8.7 million for the six months ended September 30, 2019, compared with the same period in the prior year. Solutions revenue for the six months ended September 30, 2019 was generally affected the continuation of trends described in the discussion of results of operations for the three months ended September 30, 2019. In addition, the comparison to the prior year period was discretely affected by the sale of the Joint Venture's extended care business in July 2018.

Expenses

Expenses were affected by similar items outlined in the discussion of results for the three months ended September 30, 2019.

Solutions Revenue and Adjusted EBITDA

(in millions)	Six Months Ended September 30,					
	2019			2018		
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	\$ Change	% Change
Solutions revenue (1)						
Software and Analytics	\$ 813.5	(28.5)	785.0	\$ 779.9	\$ 5.1	0.7%
Network Solutions	\$ 285.9	—	285.9	\$ 272.9	\$ 13.0	4.8%
Technology-enabled Services	\$ 488.1	(3.1)	485.0	\$ 493.3	\$ (8.3)	(1.7)%
Adjusted EBITDA						
Software and Analytics	\$ 342.4	(37.1)	305.3	\$ 282.1	\$ 23.2	8.2%
Network Solutions	\$ 171.5	(0.9)	170.6	\$ 165.8	\$ 4.8	2.9%
Technology-enabled Services	\$ 90.0	(4.5)	85.5	\$ 89.2	\$ (3.7)	(4.1)%

(1) Includes inter-segment revenue

Revenue and Adjusted EBITDA for the six months ended September 30, 2019 for all three segments were affected by similar trends outlined in the discussion of results for the three months ended September 30, 2019. The increases in revenue and Adjusted EBITDA for Software and Analytics were partially offset by the divestiture of the extended care business, which contributed revenue of \$9.2 million and Adjusted EBITDA of \$1.5 million in the six months ended September 30, 2018.

Significant Changes in Assets and Liabilities

Within the Joint Venture's network solutions business, the Joint Venture regularly receives funds from certain pharmaceutical industry participants in advance of its obligation to remit these funds to participating retail pharmacies. Such funds are not restricted; however, these funds are generally paid out in satisfaction of the processing obligations within three business days of their receipt. At the time of receipt, the Joint Venture records a corresponding liability within accrued expenses on its consolidated balance sheets. At September 30, 2019, the Joint Venture reported \$20.3 million of such pass-through payment obligations which were subsequently paid in the first week of October 2019. At March 31, 2019, the Joint Venture reported \$7.4 million of such pass-through payment obligations.

Liquidity and Capital Resources

Overview

The Joint Venture's principal sources of liquidity are cash flows provided by operating activities, cash and cash equivalents on hand, and potential funds available under its Revolving Credit Facility. The Joint Venture's principal uses of liquidity are working capital, capital expenditures, debt service, business acquisitions and other general corporate purposes. The Joint Venture anticipates its cash on hand, cash generated from operations, and funds available under the Revolving Credit Facility will be sufficient to fund its planned capital expenditures, debt service obligations, business acquisitions and operating needs. The Joint Venture may, however, elect to raise funds through debt or equity financing in the future to fund significant investments or acquisitions that are consistent with its growth strategy.

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Cash, cash equivalents and restricted cash totaled \$73.0 million and \$48.9 million at September 30, 2019 and March 31, 2019, respectively, of which \$23.7 million and \$28.1 million was held outside the United States. As of September 30, 2019, no amounts had been drawn under the senior secured revolving line of credit and the Joint Venture could have borrowed up to the additional \$779.9 million available. The Joint Venture also has the ability to borrow up to an additional \$1,080.0 million, or such amount that the senior secured net leverage ratio does not exceed 4.9 to 1.0, whichever is greater, under the Senior Secured Credit Facilities, subject to certain additional conditions and commitments by existing or new lenders to fund any additional borrowings.

The balance retained in cash and cash equivalents is consistent with the Joint Venture's short-term cash needs and investment objectives. The Joint Venture may be required to make additional principal payments on the Term Loan Facility based on excess cash flows of the prior year, as defined in the credit agreement governing the Term Loan Facility.

(in millions)	Six Months Ended September 30,			
	2019	2018	\$	%
Cash provided by (used in) operating activities	\$ 223.9	\$ 227.9	\$ (4.0)	(1.8)%
Cash provided by (used in) investing activities	(148.8)	35.6	(184.4)	(518.0)
Cash provided by (used in) financing activities	(51.3)	(104.8)	53.5	(51.0)
Effects of exchange rate changes on cash, cash equivalents and restricted cash	0.3	(0.7)	1.0	(142.9)
Net change in cash, cash equivalents and restricted cash	\$ 24.1	\$ 158.0	(133.9)	(84.7)%

Operating Activities

Cash provided by operating activities is primarily affected by operating income, including the impact of debt service payments, integration related costs and the timing of collections and related disbursements. Cash provided by operating activities includes \$12.9 million and \$156.1 million as a source of cash related to pass-through funds for the six months ended September 30, 2019 and 2018, respectively.

Investing Activities

Cash used in investing activities primarily reflects routine capital expenditures related to purchase of property and equipment and the development of software, as well as expenditures related to significant software development efforts necessary to integrate the contributed businesses in both periods. Cash provided by investing activities in the six months ended September 30, 2018 was primarily impacted by the proceeds from the sale of the extended care business.

Financing Activities

Cash used in financing activities reflects cash payments under the Term Loan Facility, receipts under the Joint Venture's interest rate cap agreements, and payments for deferred financing obligations. Cash used in financing activities was primarily impacted by the proceeds from the initial public offering and resulting increased payments under the Term Loan Facility in the six months ended September 30, 2019.

Capital Expenditures

The Joint Venture incurs capital expenditures to grow its business by developing new and enhanced capabilities, to increase the effectiveness and efficiency of the organization and to reduce risks. The Joint Venture incurs capital expenditures for product development, disaster recovery, security enhancements, regulatory compliance and the replacement and upgrade of existing equipment at the end of its useful life.

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Debt

Senior Credit Facilities and Senior Notes

In March 2017, the Joint Venture entered into the \$5,100 million term loan facility (the “Term Loan Facility”), and a \$500 million revolving credit facility (as amended in July 2019 to increase the maximum amount that can be borrowed to \$785 million, the “Revolving Credit Facility” and, together with the Term Loan Facility, the “Senior Secured Credit Facilities”). Additionally, the Joint Venture issued \$1,000 million of 5.75% senior notes due 2025 (the “Senior Notes”). No amounts have been drawn against the Revolving Credit Facility as of September 30, 2019.

The Joint Venture used the initial public offering proceeds received from Change Healthcare Inc. to repay \$805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional \$85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of \$890,000.

In July 2019, the Joint Venture amended the Revolving Credit Facility, the primary effects of which were to increase the maximum amount that can be borrowed from \$500 million to \$785 million and to extend the maturity date until July 3, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds \$1,100 million on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023.

Tangible Equity Units

In July 2019, the Joint Venture issued a debt arrangement to Change Healthcare Inc. on terms that substantially mirror the economics of the amortizing note component of the Change Healthcare Inc. TEUs. The Joint Venture agreed to pay Change Healthcare Inc. an aggregate principal amount of \$47,367 in quarterly installments of principal and interest (5.5% per year) on March 30, June 30, September 30, and December 30 of each year through June 30, 2022.

Hedges

From time to time, the Joint Venture executes interest rate cap agreements with various counterparties that effectively cap its LIBOR exposure on a portion of its existing Term Loan Facility or similar replacement debt. The following table summarizes the terms of the Joint Venture’s interest rate cap agreements at September 30, 2019.

Effective Date	Expiration Date	Notional Amount	Receive LIBOR Exceeding (1)	Pay Fixed Rate
March 31, 2017	March 31, 2020	\$ 650,000	1.25%	0.56%
March 31, 2017	March 31, 2020	\$ 750,000	1.00%	0.82%
August 31, 2018	March 31, 2020	\$ 500,000	1.00%	1.82%
March 31, 2020	December 31, 2021	\$ 1,500,000	1.00%	1.82%

(1) All based on 1-month LIBOR, except the \$650,000 tranche which receives based on 3-month LIBOR.

The interest rate caps are recorded on the balance sheet at fair value. Changes in the fair value of the interest rate cap agreements are recorded in other comprehensive income.

In accordance with ASC 815, the fair value of the interest rate caps at inception is reclassified from other comprehensive income to interest expense in the same period the interest expense on the underlying hedged debt impacts earnings. Any payments the Joint Venture receives to the extent LIBOR exceeds the specified cap rate is also reclassified from other comprehensive income to interest expense in the period received.

In July 2017, the Financial Conduct Authority (the authority that regulates LIBOR) announced it intends to stop compelling banks to submit rates for the calculation of LIBOR after 2021. The Alternative Reference Rates Committee (“ARRC”) has proposed that the Secured Overnight Financing Rate (“SOFR”) is the rate that represents best practice as the alternative to USD-LIBOR for use in derivatives and other financial contracts that are currently indexed to USD-LIBOR. ARRC has proposed a paced market transition plan to SOFR from USD-LIBOR and organizations are currently working on industry wide and company specific transition plans as it relates to derivatives and cash markets exposed to USD-LIBOR. The Joint Venture has material contracts that are indexed to USD-LIBOR and is monitoring this activity and evaluating the related risks.

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Effect of Certain Debt Covenants

A breach of any of the covenants under the agreements governing the Joint Venture's debt could limit its ability to borrow funds under the Term Loan Facility and could result in a default under the Term Loan Facility. Upon the occurrence of an event of default under the Term Loan Facility, the lenders could elect to declare all amounts then outstanding to be immediately due and payable, and the lenders could terminate all commitments to extend further credit. If the Joint Venture were unable to repay the amounts declared due, the lenders could proceed against any collateral granted to them to secure that indebtedness.

With certain exceptions, the Term Loan Facility obligations are secured by a first-priority security interest in substantially all of the assets of the Joint Venture, including its investment in subsidiaries. The Term Loan Facility contains various restrictions and nonfinancial covenants, along with a senior secured net leverage ratio test. The nonfinancial covenants include restrictions on dividends, investments, dispositions, future borrowings and other specified payments, as well as additional reporting and disclosure requirements. The senior secured net leverage test must be met as a condition to incur additional indebtedness, but otherwise is applicable only to the extent that amounts drawn exceed 35% of the Revolving Credit Facility at the end of any fiscal quarter. As of September 30, 2019, the Joint Venture was in compliance with all debt covenants.

The Joint Venture's ability to meet its liquidity needs depends on its subsidiaries' earnings and cash flows, the terms of the Joint Venture and its subsidiaries' indebtedness, and other contractual restrictions. Except for certain permitted distributions, the Joint Venture generally is not permitted to make any distribution to its members.

Off-Balance Sheet Arrangements

As of September 30, 2019, the Joint Venture had no off-balance sheet arrangements.

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Recent Accounting Pronouncements

See Exhibit 99.1, “Notes to Consolidated Financial Statements,” Note 2, “Summary of Significant Accounting Policies,” for information about recent accounting pronouncements and the potential impact on the Joint Venture’s consolidated financial statements.

Critical Accounting Estimates

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect reported amounts and related disclosures. The Joint Venture considers an accounting estimate to be critical if:

- it requires assumptions to be made that were uncertain at the time the estimate was made; and
- changes in the estimate or different estimates that could have been made could have a material impact on our consolidated results of operations and financial condition.

The Joint Venture believes the current assumptions and other considerations used to estimate amounts reflected in its consolidated financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in our consolidated financial statements, the resulting changes could have a material adverse effect on the Joint Venture’s consolidated results of operations and financial condition.

Revenue Recognition

In April 2019, the Joint Venture adopted Accounting Standards Codification ASC 606, Revenue from Contracts with Customers, which replaced most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework. Under this revised framework, a company recognizes revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services.

The Joint Venture generates most of its solutions revenue by using technology solutions (generally Software as a Service (“SaaS”)) to provide services to its customers that automate and simplify business and administrative functions for payers, providers, pharmacies, and channel partners and through the licensing of software, software systems (consisting of software, hardware and maintenance support) and content.

The Joint Venture recognizes revenue when the customer obtains control of the good or service through the Joint Venture satisfying a performance obligation by transferring the promised good or service to the customer.

Principal Revenue Generating Products and Services

Content license subscriptions and time-based software—The Joint Venture’s content license subscriptions and time-based software arrangements provide a license to use a software for a specified period of time. At the end of the contractual period, the customer either renews the license for an additional term or ceases to use the software. Software licenses are typically delivered to the customer with functionality that the customer can benefit from the software on its own or together with readily available resources. As contracts for these solutions generally do not price individual components separately, the Joint Venture allocates the transaction price to the license and ongoing support performance obligations based on standalone selling price (“SSP”), primarily determined by historical value relationships between licenses and ongoing support and updates. Revenue allocated to content license subscriptions and time-based software license agreements is generally recognized at the point-in-time of delivery of the license or the content update upon transfer of control of the underlying license to the customer. Generally, software implementation fees are recognized over the implementation period through an input measure of progress method. Revenue allocated to maintenance and support is recognized ratably over the period covered by the agreements, as passage of time represents a faithful depiction of the transfer of these services. In some cases, software arrangements provide licenses to several software applications that are highly integrated with the implementation services and software updates and cannot function separately. The bundle is a single performance obligation since the individually promised goods and services are not distinct in the context of the contract because the related implementation services significantly modify and customize the software and the updates provided to the integrated software solution are critical to the software’s utility. The related revenue is recognized on a straight-line basis, ratably over the contractual term due to the frequency and criticality of the updates throughout the license period.

Contingent fee services—The Joint Venture provides services to customers in which the transaction price is contingent on future occurrences, such as savings generated or amounts collected on behalf of its customers through the delivery of its services. In some cases, the Joint Venture performs services in advance of invoicing the customer, thereby creating a contract asset. Revenue in these arrangements is estimated and constrained until the Joint Venture determines that it is probable that a significant revenue reversal will not occur, and variable consideration is allocated to the performance obligation for which the Joint Venture earns a contingent fee.

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Perpetual software licenses—The Joint Venture’s perpetual software arrangements provide a license for a customer to use software in perpetuity. Software licenses are typically delivered to the customer with functionality from which the customer can benefit from the license on its own or together with readily available resources. Perpetual software arrangements are recognized at the time of delivery or through an input measure of progress method over the installation period if the arrangements require significant production or modification or customization of the software. Contracts accounted for through an input measure of progress method are generally measured based on the ratio of labor hours incurred to date to total estimated labor hours to be incurred. Software implementation fees are recognized as the work is performed or under the input method for perpetual software. Hardware revenues are generally recognized upon delivery. Maintenance is recognized ratably over the term of the agreement as passage of time represents a faithful depiction of the transfer of these services.

Professional services—The Joint Venture provides training and consulting services to its customers, and the services may be fixed fee or time and materials based. Consulting services that fall outside of the standard implementation services vary depending on the scope and complexity of the service requested by the customer. Consulting services are deemed to be capable of being distinct from other products and services, and the services are satisfied either at a point of time or over time based on delivery. Training services are usually provided as an optional service to enhance the customer’s experience with a software product or provides additional education surrounding the general topic of the solution. Training services are capable of being distinct from other products and services. The Joint Venture treats training services as a distinct performance obligation, and they are satisfied at a point of time.

Transaction processing services—The Joint Venture provides transaction processing (such as claims processing) services to hospitals, pharmacies and health systems via a cloud-based (SaaS) platform. The promised service is to stand ready to process transactions for our customers over the contractual period on an as needed basis. The revenue related to these services is recognized over time as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed. Any fixed annual fees and implementation fees are recognized ratably over the contract period.

Hosted solutions and software as a service (“SaaS”)—The Joint Venture enters into arrangements whereby the Joint Venture provides the customer access to a Joint Venture-owned software solution, which are generally marketed under annual and multi-year arrangements. The customer is only provided “access” (not a license) to the software application. In these arrangements, the customer does not purchase equipment nor does the customer take physical possession of the software. The related revenue is recognized ratably over the contracted term. For fixed fee arrangements, revenue recognition begins after set-up and implementation are complete. For per-transaction fee arrangements, revenue is recognized as transactions are processed beginning on the service start date.

Contract Balances

The Joint Venture’s payment terms vary by customer and product type. For certain products or services, the Joint Venture requires upfront payments before control of the product or service has transferred to the customer. For other products and services, the Joint Venture invoices the customer in arrears after providing the products or services. In addition, for certain contingent fee services, customers are billed in arrears, typically based upon a percentage of collections the Joint Venture makes on the customer’s behalf.

Under the new revenue standard, the Joint Venture generally recognizes a contract asset when revenue is recognized in advance of invoicing on a customer contract, unless the right to payment for that revenue is unconditional (i.e. requiring no further performance and only the passage of time). If a right to payment is determined to meet the criteria to be considered ‘unconditional’, then the Joint Venture will recognize a receivable.

There were no impairment losses recognized on accounts receivable or contract assets in the three and six months ended September 30, 2019.

The Joint Venture records deferred revenues when billings or payments are received from customers in advance of its performance. Deferred revenue is generally recognized when transfer of control to customers occurs. The deferred revenue balance is driven by multiple factors, including the frequency of renewals, invoice timing, and invoice duration. As of September 30, 2019, the Joint Venture expects 94% of the deferred revenue balance to be recognized in one year or less, and approximately \$328 million of the beginning period balance was recognized during the three months ended September 30, 2019.

Costs to Obtain or Fulfill a Contract

Sales commissions and certain other incentive payments (e.g., bonuses that are contingent solely on obtaining a contract or a pool of contracts) earned by the Joint Venture’s sales organization are capitalized as incremental costs to obtain a contract. The Joint Venture typically does not offer commissions on contract renewals. Decremental commissions upon renewal (i.e., non-commensurate with initial commissions) are offered to the Joint Venture’s sales associates for certain customers and are not material. Under ASC 606, all commissions and other qualifying incentive payments capitalized are amortized over an expected period of benefit defined as the initial contract term plus anticipated renewals. In contrast, under ASC 605 these capitalized costs were amortized over the specific

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revenue contract terms, which are typically 12 to 60 months. In making the significant judgment in determining the appropriate period of benefit, the Joint Venture evaluated both qualitative and quantitative factors such as the expected customer relationship period and technology obsolescence. In addition, prior to solution go-live, the Joint Venture incurs certain contract fulfillment costs primarily related to SaaS setup for our clients. These costs are capitalized to the extent they are directly related to a contract, are recoverable, and create a resource used to deliver the Joint Venture's SaaS services. Capitalized costs to fulfill a contract are amortized over the expected period of benefit.

At September 30, 2019, the Joint Venture had capitalized costs to obtain a contract of \$12.4 million in prepaid and other current assets and \$67.4 million in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$5.1 million and \$9.2 million, respectively, of amortization expense related to such capitalized costs, which is included in the total operating expenses. At September 30, 2019, the Joint Venture had capitalized costs to fulfill a contract of \$1.4 million in prepaid and other current assets and \$8.6 million in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$0.3 million and \$0.6 million, respectively, of amortization expense related to such capitalized costs, which is included in cost of operations.

Postage Revenues

Postage revenues are the result of providing delivery services to customers in the Joint Venture's payment and communication solutions. Postage revenues are generally billed as a pass-through cost to the Joint Venture's customers. The service is part of a combined performance obligation with the printing and handling services provided to the customer because the postage services are not distinct within the context of the contract. The Joint Venture presents Postage Revenue separately from Solutions Revenue on the consolidated statements of operation as it makes the financial statements more informative for the users. The revenue related to the combined performance obligation of the postage, printing, and handling service is recognized as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed.

Arrangements with Multiple Performance Obligations

The Joint Venture engages in customer arrangements which may include multiple performance obligations, such as any combination of software, hardware, implementation, SaaS-based offerings, consulting services, or maintenance services. For such arrangements, the Joint Venture allocates revenues to each performance obligation on a relative standalone selling price basis. A performance obligation's standalone selling price is determined based on the directly observable prices charged to customers when available or estimated using other methods such as the adjusted market assessment approach, the expected cost plus a margin approach, or other approaches in cases where distinct performance obligations are not sold separately but instead sold at a bundled price. For performance obligations with historical pricing that is highly variable, the residual approach is used. Such instances primarily relate to the Joint Venture's perpetual software arrangements in which the Joint Venture sells the same products to different customers for a broad range of amounts.

Remaining Performance Obligations

The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) for executed contracts includes deferred revenue and other revenue yet to be recognized from non-cancellable contracts. As of September 30, 2019, the Joint Venture's total remaining performance obligations approximated \$1.4 billion, of which approximately 52% is expected to be recognized over the next twelve months, and the remaining 48% thereafter.

In this balance, the Joint Venture does not include the value of unsatisfied performance obligations related to those contracts for which it recognizes revenue at the amount for which it has the right to invoice for services performed. Additionally, this balance does not include revenue related to performance obligations that are part of a contract with an original expected duration of one year or less. Lastly, this balance does not include variable consideration allocated to the individual goods or services in a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. Examples includes variable fees associated with transaction processing and contingent fee services.

Disaggregated Revenue

The Joint Venture disaggregates the revenue from contracts with customers by operating segment as it believes doing so best depicts how the nature, amount, timing and uncertainty of the Joint Venture's revenue are affected by economic factors. See Note 9 in the Joint Venture unaudited financial statements included in Exhibit 99.1, "Segment Reporting" for the total revenue disaggregated by operating segment for the six months ended September 30, 2019 and 2018.

The Joint Venture's total revenue by disaggregated revenue source was generally consistent for each reportable segment for the three and six months ended September 30, 2019 compared with the corresponding periods in 2018.

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Customer Incentives

Certain customers, which include the Joint Venture's channel partners, may receive cash-based incentives or rebates based on actual sales and achievement of a cumulative level of sales, which are accounted for as variable consideration. The Joint Venture considers these amounts to be consideration payable to the customer, and therefore, the Joint Venture estimates these amounts based on the expected amount to be provided to customers and reduces the transaction price accordingly.

Practical Expedients and Exemptions

The Joint Venture has elected to utilize either the right to invoice practical expedient or the series-based variable consideration allocation framework for most transaction processing services not subject to contingencies. The Joint Venture also has elected to exclude sales taxes and other similar taxes from the measurement of the transaction price in contracts with customers. Therefore, revenue is recognized net of such taxes.

In certain customer arrangements with customers, the Joint Venture determined there are certain promised goods or services which are immaterial in the context of the contract from both a quantitative and qualitative perspective, and therefore, the goods and services are disregarded when assessing the performance obligations in the customer arrangement.

The Joint Venture has elected to apply the significant financing practical expedient, and as a result, the Joint Venture will not adjust the promised amount of consideration in a customer contract for the effects of a significant financing component when the period of time between when the Joint Venture transfers a promised good or service to a customer and when the customer pays for the good or service will be one year or less.

Apart from the adoption of ASC 606, the Joint Venture believes there have been no other significant changes during the six months ended September 30, 2019 to the items we previously disclosed as our critical accounting estimates in "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Cautionary Notice Regarding Forward-Looking Statements

This Quarterly Report contains "forward-looking statements" within the meaning of federal securities laws. Any statements made in this quarterly report that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements include information concerning possible or assumed future results of operations, including descriptions of our business plans and strategies. These statements often include words such as "anticipate," "expect," "suggest," "plan," "believe," "intend," "estimate," "target," "project," "should," "could," "would," "may," "will," "forecast," "outlook," "potential," "continues," "seeks," "predicts," and the negatives of these words and other similar expressions.

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Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that factors affecting our actual financial results could cause actual results to differ materially from those expressed in the forward-looking statements. Factors that could materially affect our financial results or such forward-looking statements include, among others, the following factors:

- macroeconomic and industry trends and adverse developments in the debt, consumer credit and financial services markets;
- our ability to provide competitive services and prices while maintaining our margins;
- our ability to retain or renew existing customers and attract new customers;
- our ability to maintain the security and integrity of our data;
- our ability to deliver services timely without interruption;
- our ability to maintain our access to data sources;
- government regulation and changes in the regulatory environment;
- litigation or regulatory proceedings;
- our ability to effectively manage our costs;
- economic and political instability in the United States and international markets where we operate;
- our ability to effectively develop and maintain strategic alliances and joint ventures;
- our ability to timely develop new services and the market's willingness to adopt our new services;
- our ability to manage and expand our operations and keep up with rapidly changing technologies;
- our ability to make acquisitions and integrate the operations of acquired businesses;
- our ability to protect and enforce our intellectual property, trade secrets and other forms of unpatented intellectual property;
- our ability to defend our intellectual property from infringement claims by third parties;
- the ability of our outside service providers and key vendors to fulfill their obligations to us;
- further consolidation in our end-customer markets;
- losses against which we do not insure;
- our ability to make timely payments of principal and interest on our indebtedness;
- our ability to satisfy covenants in the agreements governing our indebtedness;
- our ability to maintain our liquidity;
- our reliance on key management personnel; and
- our controlling stockholders.

There may be other factors, many of which are beyond our control, that may cause our actual results to differ materially from the forward-looking statements, including factors disclosed in the Registration Statement on Form S-1 (No. 333-230345) in the section entitled "Risk Factors" and in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this report. You should evaluate all forward-looking statements made in this report and the other public statements we may make from time to time in the context of these risks and uncertainties.

Our forward-looking statements made herein speak only as of the date on which made. We expressly disclaim any intent, obligation or undertaking to update or revise any forward-looking statements made herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained in this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Change Healthcare Inc.

Change Healthcare Inc. holds an equity method investment in the LLC Units of the Joint Venture as well as, following the consummation of the offering of TEUs on July 1, 2019, investments in the amortizing notes and prepaid forward purchase contracts components of the TEUs issued by the Joint Venture. In the case of the equity method investment in the Joint Venture, Change Healthcare Inc. is only exposed to changes in the fair value of the investment to the extent that the changes in fair value are so significant and long-lasting that they represented an other than temporary impairment of the investment. In the case of the investments in the amortizing note and prepaid forward purchase contracts components of the TEUs, however, such investments are required to be remeasured to their respective fair value each quarter with the changes in those values affecting earnings and other comprehensive income of Change Healthcare Inc.

Change Healthcare LLC

The Joint Venture has interest rate risk primarily related to borrowings under the Senior Secured Credit Facilities. Borrowings under the Senior Secured Credit Facilities bear interest at a rate equal to, at the Joint Venture's option, either (i) LIBOR for the relevant interest period, adjusted for statutory reserve requirements (which is subject, in the case of the Term Loan Facility, to a floor of 1.00% per annum and, in the case of the Revolving Credit Facility, to a floor of 0.00% per annum), plus an applicable margin or (ii) a base rate equal to the highest of (a) the rate of interest in effect as publicly announced by the administrative agent as its prime rate, (b) the federal funds effective rate plus 0.50% and (c) adjusted LIBOR for an interest period of one month plus 1.00% (which may be subject, solely in the case of the Term Loan Facility, to a floor of 2.00% per annum), in each case, plus an applicable margin.

As of September 30, 2019, the Joint Venture had borrowings of \$3,993.3 million (before unamortized debt discount) under the Senior Secured Credit Facilities. As of September 30, 2019, the LIBOR-based interest rate on the Term Loan Facility and Revolving Credit Facility were each LIBOR plus 2.5%.

The Joint Venture manages economic risks, including interest rate, liquidity and credit risk, primarily by managing the amount, sources and duration of our debt funding and the use of derivative financial instruments. Specifically, the Joint Venture enters into interest rate cap agreements to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Joint Venture's interest rate cap agreements are used to manage differences in the amount, timing and duration of our known or expected cash receipts and our known or expected cash payments principally related to our borrowings. As of September 30, 2019, the Joint Venture's outstanding interest rate cap agreements were each designated as cash flow hedges of interest rate risk and were determined to be highly effective.

A change in interest rates on variable rate debt may impact the Joint Venture's pretax earnings and cash flows. Based on the Joint Venture's outstanding debt as of September 30, 2019, and assuming that its mix of debt instruments, derivative financial instruments and other variables remain the same, the annualized effect of a one percentage point change in variable interest rates would have an annualized pretax impact on the Joint Venture's earnings and cash flows of approximately \$20.9 million.

In the future, in order to manage the Joint Venture's interest rate risk, it may refinance its existing debt, enter into additional interest rate cap agreements, modify its existing interest rate cap agreements or make changes that may impact its ability to treat its interest rate cap agreements as a cash flow hedge. However, the Joint Venture does not intend or expect to enter into derivative or interest rate cap agreement transactions for speculative purposes.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Change Healthcare Inc.'s management, with the participation of its Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of its disclosure controls and procedures as of the end of the period covered by this report. The term "disclosure controls and procedures" as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely discussions regarding required disclosures.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving their desired control objectives. Based on the evaluation of Change Healthcare Inc.'s disclosure controls and procedures as of the end of the period covered by this report, its Chief Executive Officer and Chief Financial Officer concluded that, as of such date, its disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

During the quarter covered by this report, there have been no changes in Change Healthcare Inc.'s internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal controls over financial reporting.

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PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Change Healthcare Inc.

In the normal course of business, Change Healthcare Inc. may become subject to various claims and legal proceedings. As of September 30, 2019, Change Healthcare Inc. was not involved in any material pending legal proceedings.

Change Healthcare LLC

The Joint Venture is subject to various claims with customers and vendors, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of its business.

From time to time, the Joint Venture receives subpoenas or requests for information from various government agencies. The Joint Venture generally responds to such subpoenas and requests in a cooperative, thorough and timely manner. These responses sometimes require time and effort and can result in considerable costs being incurred by the Joint Venture. Such subpoenas and requests also can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Joint Venture and other members of the health care industry, as well as to settlements.

Additionally, in the normal course of business, the Joint Venture is involved in various claims and legal proceedings. While the ultimate resolution of these matters has yet to be determined, the Joint Venture does not believe that it is reasonably possible that their outcomes will have a material adverse effect on the Joint Venture's consolidated financial position, results of operations or liquidity.

To reduce their exposure to an unexpected significant monetary award resulting from an adverse judicial decision, both Change Healthcare Inc. and Change Healthcare LLC maintain insurance that they believe is appropriate and adequate based on historical experience. Both Change Healthcare Inc. and Change Healthcare LLC advise their insurance carriers of any claims, threatened or pending, against them in the course of litigation and generally receives a reservation of rights letter from the carriers when such claims exceed applicable deductibles.

ITEM 1A. RISK FACTORS

In addition to the other information included in this report, you should carefully consider the factors discussed in "Risk Factors" included in the Registration Statement on Form S-1 (No. 333-230345), as well as the factors identified under "Cautionary Notice Regarding Forward-Looking Statements" at the end of Part I, Item 2 of this Quarterly Report, which could materially affect the Change Healthcare Inc.'s or the Joint Venture's business, financial condition or future results. The risks described in the Registration Statement on Form S-1 and this Quarterly Report are not the only risks Change Healthcare Inc. or the Joint Venture face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. MINE SAFETY DISCLOSURES

None

ITEM 5. OTHER INFORMATION

None

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ITEM 6.EXHIBITS

The exhibits listed on the accompanying Exhibit Index are filed, furnished or incorporated by reference (as stated therein) as part of this Quarterly Report.

Exhibit Index

3.1	<u>Amended and Restated Certificate of Incorporation of Change Healthcare Inc., dated as of June 26, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on July 2, 2019).</u>
3.2	<u>Amended and Restated Bylaws of Change Healthcare Inc., dated as of June 26, 2019 (incorporated by reference to Exhibit 3.2 to the Company's Form 8-K filed on July 2, 2019).</u>
4.1	<u>Purchase Contract Agreement, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as purchase contract agent, as attorney-in-fact for the Holders from time to time as provided therein and as trustee under the indenture referred to therein (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on July 2, 2019).</u>
4.2	<u>Form of Unit (included in Exhibit 4.1).</u>
4.3	<u>Form of Purchase Contract (included in Exhibit 4.1).</u>
4.4	<u>Indenture, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as trustee (incorporated by reference to Exhibit 4.4 to the Company's Form 8-K filed on July 2, 2019).</u>
4.5	<u>First Supplemental Indenture, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as trustee (incorporated by reference to Exhibit 4.5 to the Company's Form 8-K filed on July 2, 2019).</u>
10.1	<u>Change Healthcare LLC Annual Incentive Plan (AIP) Amended and Restated as of September 18, 2019.</u>
10.2	<u>Change Healthcare LLC U.S. Executive Severance Benefit Guidelines (Amended and Restated September 18, 2019).</u>
31.1	<u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).</u>
31.2	<u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).</u>
32.1	<u>Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u>
32.2	<u>Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u>
99.1	<u>Condensed financial information of Change Healthcare LLC as of September 30, 2019 and March 31, 2019, and for the six months ended September 30, 2019 and 2018.</u>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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Certain agreements and other documents filed as exhibits to this Form 10-Q contain representations and warranties that the parties thereto made to each other. These representations and warranties have been made solely for the benefit of the other parties to such agreements and may have been qualified by certain information that has been disclosed to the other parties to such agreements and other documents and that may not be reflected in such agreements and other documents. In addition, these representations and warranties may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Accordingly, there can be no reliance on any such representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of any such representations and warranties may have changed since the date of such agreements and other documents.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Change Healthcare Inc.

November 14, 2019

By /s/ Neil E. de Crescenzo

Neil E. de Crescenzo
Chief Executive Officer and Director
(Principal Executive Officer)

November 14, 2019

By /s/ Fredrik Eliasson

Fredrik Eliasson
Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

**Change Healthcare LLC
Annual Incentive Plan (AIP)
Amended and Restated as of September 18, 2019**

1. **Purpose.** The purpose of the Change Healthcare LLC Annual Incentive Plan (the “Plan”) is to provide an incentive to eligible employees of Change Healthcare LLC and its participating subsidiaries (collectively, the “Company”) who contribute to the success of the enterprise. The Plan offers eligible employees an opportunity to earn compensation in addition to their base salaries, based upon the performance of the Company (including its Business Units) and their individual performance.
2. **Plan Administration.** The Compensation Committee of the Board of Directors (the “Board”) of the Company (the “Committee”), in consultation with the Chief Executive Officer of the Company (the “CEO”), shall administer the Plan. The CEO shall oversee and interpret any and all aspects of the Plan (including the amount payable to any individual participant) and may delegate any responsibilities under the Plan to the Chief People Officer (“CPO”) of the Company. The CEO (other than with respect to himself) shall make final recommendations to the Committee regarding both the amount and the timing of any bonus payments pursuant to the Plan. The Committee shall review and approve the CEO’s recommendations. If an employee believes that he/she has been paid incorrectly or denied payment incorrectly under the Plan, the employee must provide written notice to the CPO (the “appeal”) within thirty (30) days of the date of the incorrect payment or payment refusal. The CEO has the sole unilateral discretion and authority to accept or reject an appeal, whether to modify or make a payment in response to an appeal, to interpret and apply the Plan and any and all language contained in the Plan, and to determine the amount of payment. Any and all decisions made by the CEO are final.
3. **Plan Year.** The Plan shall be effective from April 1 of each fiscal year of the Company through March 31 of such fiscal year (each, a Plan Year”).
4. **Participant Eligibility.** Employees eligible to participate in the Plan generally include regular full-time employees, unless state, local, province, or territorial laws requires additional employee participation, and an eligible employee selected to participate in the Plan is referred to as a “Participant”. A Participant must be employed and meet the eligibility criteria before the Participation Deadline to be eligible to participate in the Plan for that year.

Generally, individuals who are ineligible to participate in the Plan include the following:

- Temporary employees, independent contractors and consultants
- Employees located in the United States who do not have a signed Company Protection Agreement on file with the Company
- Anyone not actively employed on the date the Actual Awards are distributed (except as described in this Plan summary)
- Any other employee that does not meet the eligibility criteria above

5. **Annual Incentive Potential.** The target bonus potential (“Annual Incentive Plan or AIP Target Percentage”) is calculated as a percentage of the Participant’s Annual Base Salary as of the last day of the Plan Year to which the bonus relates. If a Participant no longer participates in the Plan due to a change in job during the Plan Year, the AIP Target Percentage is calculated as a percentage of the Participant’s Annual Base Salary as of the last day of the Plan Year on which the individual was a Participant in the Plan. If a Participant changes from full-time to part-time or vice versa during the Plan year, then the AIP Target Percentage is calculated based on the different employment percentages applicable during the Plan Year. The guidelines for determining AIP Target Percentage are based on the level of the job the employee is assigned. These guidelines, however, may be adjusted to reflect the significance, scope and level of accountability for a given job. Adjustments (increases or reductions) to the AIP Target Percentage levels may be made at the discretion of the CEO or the CPO of the Company. Additionally, certain AIP Target Percentage levels are set forth in written employment agreements. As such, these written agreements shall be controlling.
6. **Performance Targets.** The funding and payment of bonuses is based upon performance metrics established by the Committee. Unless and until otherwise specified by the Committee, the three Plan components are the Company Performance Targets, Business Unit Performance Targets and Individual Performance Measures. Calculation of Actual Awards shall be based on the achievement of multiple objectives. Each objective has a threshold, target and a maximum level of performance. For each objective, the bonus payment shall range from zero to a maximum percentage based on the level of performance for that objective.
 - a. Company Performance Targets. Payments are contingent upon the Company achieving the Company Performance Targets as shall be set by the Committee within the first ninety days of a Plan Year. If, and when, bonuses are declared, financial calculations shall be made to determine the funding level for Participants based upon the Company Performance Targets.
 - b. Business Unit Performance Targets. For those eligible employees whose job responsibilities are primarily related to a particular Business Unit, payments for a portion of the Participant’s bonus amount are contingent upon the Business Unit, achieving the applicable Performance Targets as shall be set by the Committee with respect to each Plan Year. If, and when, bonuses are declared, financial calculations shall be made to determine a funding level for each Business Unit.

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- c. **Individual Performance Measures.** Each Participant shall have one or more Individual Performance Measures. Individual Performance Measures may be quantitative, qualitative or both. Once the Company and/or the Business Unit have achieved their performance goals, a Participant's Individual Performance Measures, taken as a whole with the Company and/or Business Unit performance, shall determine the amount of the Participant's Actual Award. Individual bonus potential can be greatly impacted by the level of achievement of Individual Performance Measures as determined by each Participant's manager. Actual Awards shall be adjusted, at each Participant's manager's discretion, to reflect the Participant's individual contribution to the achievement of Company Performance Targets and Business Unit Performance Targets and the Participant's Individual Performance Measures. A Participant's manager shall review and approve, modify or disapprove the Actual Award, if any, to be paid to a Participant for the Plan Year, and reserves the right to reduce or increase or eliminate the individual payments determined according to the above method.
7. **Prorations.** If an employee, not previously eligible for participation in the Plan, moves to a job and becomes eligible for participation in the Plan, the employee's Actual Award shall be calculated as a prorated portion of the annual bonus relevant to that Plan Year based upon the employee's first date of eligibility. If a person otherwise eligible for participation in the Plan becomes an employee of the Company during the Plan Year, the employee's Actual Award shall be calculated as a prorated portion of the annual bonus for that Plan Year based upon the employee's first date of employment. If a Participant is transferred to a new job during the Plan Year with a higher or lower AIP Target Percentage, the determination of the Participant's Actual Award shall be calculated based on the two different AIP Target Percentages, prorated for each AIP Target Percentage based on the date of the change in job. If a Participant is transferred to a new job during the Plan Year with a higher or lower Business Unit Performance Target, the determination of the Participant's Actual Award shall be calculated based on the different Performance Targets, prorated for each Business Unit Performance Target, based on the date of the change in job within that Plan Year. If a Participant no longer participates in the Plan due to a change in job during the Plan Year, the employee shall be eligible to receive a prorated award based on the period of participation in the Plan; provided, that the employee must continue to meet the "Conditions For Receiving Payment" set forth below. Such prorated award shall be paid at the same time as awards are made to other Participants under the Plan.
8. **Payout and Taxation.** The Company anticipates any bonus amounts earned under the Plan for each Plan Year shall be paid in a lump sum around June of the year following that Plan Year after completion of audited financial statements for the Plan Year and final executive and Committee approval but in any event, bonus amounts earned under the Plan, if any, shall be paid prior to March 15 of the calendar year following the end of the Plan Year to which such bonus amounts relate. Specific provisions regarding distribution

are outlined below under the “Conditions for Receiving Payment” section of the Plan. Payroll taxes shall be withheld from the bonus award, or remitted to tax authorities, subject to and in accordance with law. Actual Awards that Participants receive shall be reported as income in the year in which they are paid, in accordance with applicable law.

9. **Conditions for Receiving Payment.** No Actual Awards under this Plan shall be paid to any Participant if employment is terminated, whether voluntary or involuntary, prior to the actual payment distribution date, except as described in Section 10 of this Plan summary or to the extent required by applicable law. However, the Company retains the authority to make exceptions to the foregoing policy in unusual or meritorious cases including, but not limited to, the death of a Participant during the Plan Year, termination of employment due to total or partial disability, call to active military service or retirement with the written consent of the Company. For clarity, a Participant is considered an active employee of the Company during any notice period, whether based on a written employment agreement, the applicable local employment or labor laws, or the common or civil law (“Notice Period”) if the Participant continues working during the Notice Period, regardless of why that Participant’s employment is terminated. However, if a Participant receives a payment in lieu of notice, instead of working during the Notice Period, the employee will not be considered an active employee during the Notice Period and the last day worked is considered the termination date for purposes of the Plan.
10. **Effect of Termination of Employment.** Except as expressly set forth in this section, a Participant must be an active employee of the Company on the date the Actual Awards are distributed to Participants to be eligible to receive any payment under the Plan.
 - a. **Death or Long-Term Disability.** If a Participant’s employment is terminated by the Company due to death or Long-Term Disability during the Plan Year, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.
 - b. **Retirement.** If a Participant’s employment is terminated due to Retirement on or after the Participation Deadline, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.
 - c. **Other Qualifying Terminations.** If a Participant’s employment is terminated due to a Qualifying Termination on or after the Participation Deadline, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.

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11. **Limitations and/or Adjustments.** Payment of an Actual Award under the Plan is not an integral part of a Participant's compensation package. A Participant's base salary compensates them for the expected results of any given job role within the Company. Payment of an Actual Award is at the discretion of the Company. For the avoidance of doubt, the Plan is discretionary by nature, and unless the provincial labor/employment standards legislation applicable in the province of employment where the Participant works requires otherwise in the specific circumstance, awards made under the Plan shall not be deemed a portion of a Participant's compensation for any purpose whatsoever, including without limitation, when calculating a Participant's entitlements to termination pay, severance pay or other amounts payable upon termination of employment. Participation in a Plan Year does not guarantee payment of an award under the Plan for that Plan Year and Participation in one Plan Year does not guarantee participation in any subsequent Plan Year. The Company reserves the right to review, amend, suspend and/or terminate the Plan, the incentive calculation formulas and all other aspects of the Plan at any time. Plan changes shall be based on a determination of the Company's business needs and do not require prior notification or explanation to Participants. A Participant's participation in the Plan shall not be construed as an employment contract or as a promise of continuing employment between the Company and the Participant. Employment with the Company is terminable at will, unless an employment contract or state, local, province, or territorial laws requires otherwise.
 12. **Active Employment Eligibility.** If a Participant takes any type of approved leave of absence for less than (12) consecutive weeks during the Plan Year, this period of time will be included in the calculation of the award. If a Participant takes any type of approved leave of absence for (12) consecutive weeks during the Plan Year or more, the period of time in excess of (12) weeks will not be considered in the Participant's Actual Award calculation, unless an employment contract or state, local, province, or territorial laws requires otherwise.
 13. **Section 409A.** The payments made under this Plan to Participants subject to U.S. taxes are intended to be exempt from with Section 409A of the Internal Revenue Code of 1986, as amended, and applicable guidance issued thereunder ("Section 409A"). Payments made under this Plan shall be interpreted and construed to be distributed in the short-term deferral period, as defined under Treasury Regulation section 1.409A-1(b)(4). Notwithstanding any provision of this Plan to the contrary, this Plan shall be interpreted and construed consistent with the terms set forth in this Section 13, provided that the Company shall not be required to assume any increased economic burden in connection therewith. Although the Company intends to administer this Plan so that it shall be exempt from the requirements of Section 409A, the Company does not represent or warrant that this Plan shall be exempt from Section 409A or any other provision of federal, state, local, or non-United States law. The Company, or either of its directors, officers, employees or advisers shall not be liable to the Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of compensation paid under this Plan, and shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A.

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14. **Clawback.** Any payment made under this Plan shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or similar policy adopted by the Company, whether in existence as of the effective date of the Plan or later adopted by the Company) and (ii) any applicable law or government regulation. Further, unless otherwise determined by the Committee, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Plan for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company. The Company will make any determination for clawback, forfeiture or recovery in its sole discretion and in accordance with any applicable law, government regulation or Company policy, as applicable. By participating in this Plan the Participant consents to such deductions being made by the Company.
15. **Change in Control.** In connection with a Change in Control, the Committee shall have the discretion to make changes to the Plan and awards hereunder as the Committee, in its sole discretion, deems to be equitable and appropriate.
16. **Definitions.**
- a. **“Actual Award”** means the finally determined amount payable to a Participant under the Plan for a Plan Year.
 - b. **“Affiliate”** means any Person that directly or indirectly controls, is controlled by, or is under common control with Change Healthcare Inc. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract, or otherwise.
 - c. **“Annual Base Salary”** means annual rate of pay as of the last day of the Plan year for exempt Participants. For non-exempt Participants, this is the hourly rate of pay annualized for the number of hours worked during the Plan Year.
 - d. **“Change in Control”** means (i) the acquisition (whether by purchase, merger, consolidation, combination, or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the then-outstanding

shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, the exchange of exchangeable stock or units, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then-outstanding voting securities of Change Healthcare Inc. entitled to vote generally in the election of directors, in the case of each of the foregoing clauses (A) and (B) assuming that all Units (as defined in the Company LLC Agreement) held by MCK Members (as defined in the Company LLC Agreement) had been exchanged for an equal number of shares of Common Stock; provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by Change Healthcare Inc. or any Affiliate; (II) any acquisition by any employee benefit plan sponsored or maintained by Change Healthcare Inc. or any Affiliate; or (III) any acquisition in connection with a Qualified MCK Exit (as defined in the Company LLC Agreement); (ii) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, that any Person becoming a director subsequent to the effective date of the Plan, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of Change Healthcare Inc. in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of Change Healthcare Inc. and the Company (taken as a whole) to any Person that is not an Affiliate of Change Healthcare Inc. or the Company.

- e. "Common Stock" means the common stock of Change Healthcare Inc., par value \$0.001 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).
- f. "Company LLC Agreement" means the Third Amended and Restated Limited Liability Company Agreement of Change Healthcare LLC, dated as of March 1, 2017.
- g. "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations, or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations, or guidance.

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- h. “Long-Term Disability” shall mean the Company or its affiliates having cause to terminate a Participant’s employment or service on account of “disability,” as defined in any written employment agreement then in effect between the Participant and the Company or an affiliate, or in the absence of such an agreement, a condition entitling the Participant to receive benefits under a long-term disability plan of the Company or an affiliate or, in the absence of such a plan, the complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which a Participant was employed or served when such disability commenced or, as determined by the Company based upon medical evidence acceptable to it.
 - i. “Participation Deadline” with respect to a Plan Year shall mean January 1 of the Plan Year.
 - j. “Person” means any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).
 - k. “Qualifying Termination” means a termination of employment eligible to receive benefits under the Company’s Severance Guidelines or Executive Severance Guidelines in accordance with the terms and conditions of such guidelines as may be amended from time to time.
 - l. “Retirement” means, unless otherwise set forth in an employment agreement with a Participant or specifically defined under local law for the purposes of payment of compensation for services, termination from the Company with age of at least 65.
17. **Governing Law.** For employees on U.S. payroll, the laws of the state of Tennessee shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to the state of Tennessee’s conflict of laws rules.

For International employees, the laws of the country where the Participant permanently resides shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to the Country of Residence’s conflict of laws rules.

CHANGE HEALTHCARE LLC
U.S. EXECUTIVE SEVERANCE BENEFIT GUIDELINES
(AMENDED AND RESTATED SEPTEMBER 18, 2019)

1. INTRODUCTION.

The terms of the Change Healthcare LLC Executive Severance Benefit Guidelines (the “*Guidelines*”) are set forth below. The purpose of the Guidelines is to provide a framework to be used in the event that any of the Change Healthcare LLC, Participating Companies (collectively, the “*Company*”) decides to award severance to Eligible Executives who have a Qualifying Termination and who do not have a contractual entitlement to Severance Benefits. The determination as to which Executive is eligible to receive Severance Benefits in the event of a Qualifying Termination is within the Company’s sole discretion. The Company may amend, modify or terminate these Guidelines at any time with or without notice to Executives, including without limitation the right to establish Severance Benefits on an action by action basis in its sole discretion.

2. EFFECTIVE DATE.

These Guidelines are effective as of February 1, 2018. These Guidelines supersede any plan, program, guidelines, policy or arrangements previously in effect for the Executives by which Severance Benefits would be provided by the Company, with the exception of Executives who have entered into an individual employment agreement with the Company that provides for Severance Benefits.

3. ELIGIBILITY FOR SEVERANCE BENEFITS.

(a) **General Rules.** An executive of the Company in the executive career band “E”, who is a U.S. Eligible Paid Executive is entitled to receive Severance Benefits, subject to the conditions and requirements set forth in these Guidelines. These guidelines do not apply to the Chief Executive Officer.

(b) **Definitions.** The following definitions shall apply to these Guidelines:

(i) “**Affiliate**” means any Person that directly or indirectly controls, is controlled by, or is under common control with Change Healthcare Inc. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract, or otherwise.

(ii) **“Cause”** means the following: (A) the Executive’s violation of any federal or state law or regulation applicable to the business of the Company or its affiliates; (B) the Executive being convicted of, or entering a plea of nolo contendere to any crime or committing any act of moral turpitude; (C) the Executive engaging in any act of dishonesty, fraud or misrepresentation; (D) the breach of any agreement between the Executive and the Company (or any affiliate of the Company), including but not limited to a breach of a restrictive covenant agreement; (E) the Executive’s habitual or willful neglect of duties; (F) the Executive’s breach of any duties owed to the Company, including but not limited to fiduciary duty and duty of care; or (G) the Executive’s failure to perform his or her assigned duties or responsibilities (other than a failure resulting from the Executive’s disability) after notice thereof from the Company describing the Executive’s failure to perform such duties or responsibilities. Notwithstanding the foregoing, if “Cause” is defined in an employment agreement between the Company and Executive then the meaning of “Cause” in the employment agreement shall apply.

(iii) **“Change in Control”** means (i) the acquisition (whether by purchase, merger, consolidation, combination, or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the then-outstanding shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, the exchange of exchangeable stock or units, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then outstanding voting securities of Change Healthcare Inc. entitled to vote generally in the election of directors, in the case of each of the foregoing clauses (A) and (B) assuming that all Units (as defined in the Company LLC Agreement) held by MCK Members (as defined in the Company LLC Agreement) had been exchanged for an equal number of shares of Common Stock; provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by Change Healthcare Inc. or any Affiliate; (II) any acquisition by any employee benefit plan sponsored or maintained by Change Healthcare Inc. or any Affiliate; or (III) any acquisition in connection with a Qualified MCK Exit (as defined in the Joint Venture LLC Agreement); (ii) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board of Directors of Change Healthcare Inc. (the **“Board,”** the **“Incumbent Directors”**) cease for any reason to constitute at least a majority of the Board; provided, that any Person becoming a director subsequent to the Effective Date, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a

specific vote or by approval of the proxy statement of Change Healthcare Inc. in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of Change Healthcare Inc. and the Company (taken as a whole) to any Person that is not an Affiliate of Change Healthcare Inc. or the Company.

(iv) “**COBRA Continuation**” means the continuation of medical, dental and/or vision benefits under the Company-sponsored group health plan that an Executive who is enrolled in such group health plan may elect pursuant to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (commonly known as COBRA).

(v) “**COBRA Subsidy**” means, subject to the Eligible Executive being eligible to elect COBRA Continuation coverage, the Company’s payment, in lump sum, of the amount equal to the cost of such Eligible Executive’s COBRA Continuation premiums that the Company and Eligible Executive would pay if he or she elects COBRA Continuation for the number of months specified in Schedule A, as attached to these Guidelines.

(vi) “**Code**” means the Internal Revenue Code, as amended from time to time.

(vii) “**Common Stock**” means the common stock of Change Healthcare Inc., par value \$0.001 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(viii) “**Company**” means Change Healthcare LLC.

(ix) “**Company LLC Agreement**” means the Third Amended and Restated Limited Liability Company Agreement of Change Healthcare LLC, dated as of March 1, 2017.

(x) “**Comparable Employment**” means a position with the Company that is similar in job authority, duties, reporting structure, responsibilities, and is located within 50 miles of the Executive’s current worksite or with a relocation package; and with a salary equal to or greater than the Executive’s current salary.

(xi) “**Eligible Executive**” means an Executive of the Company who has a Qualifying Termination. It is within the sole discretion of the Company to determine whether an Executive is an Eligible Executive.

(xii) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Guidelines to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations, or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations, or guidance.

(xiii) “**Executive**” means an employee of the Company at the E Compensation Grade.

(xiv) “**Guidelines**” means these Change Healthcare LLC Executive Severance Benefits Guidelines, as amended from time to time.

(xv) “**Participating Companies**” means any subsidiary or affiliate of Change Healthcare LLC, that is owned by no less than an 80% interest by Change Healthcare LLC, or any of its subsidiaries.

(xvi) “**Person**” means any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

(xvii) “**Qualifying Termination**” means that the Company involuntarily terminates without Cause the employment of an Executive, or any other constructive termination that the Executive and the Company have agreed constitutes a Qualifying Termination. It is within the sole discretion of the Company to determine whether a termination is a Qualifying Termination.

(xviii) “**Release**” means a waiver and release in favor of the Company and on the form provided by the Company. The waiver and release will apply to all claims, known and unknown, relating to the Executive’s employment with the Company through and including the date of execution. The contents of the general release will vary, depending on the state in which the affected Executive resides, the age of the Executive, and whether two or more employees are affected by the same action.

(xix) “**Severance Benefits**” means the amount of payments that an Eligible Executive may receive under these Guidelines.

(c) **Eligibility.** In order to be eligible to receive Severance Benefits under these Guidelines, an Eligible Executive must not fall under one of the exceptions, as set forth in Section 3(d) of these Guidelines, and fulfill the following:

- (i) be actively employed until his or her date of termination as scheduled by the Company unless otherwise indicated by the Company.
- (ii) must execute and return a Release in accordance with the time periods set forth in the release agreement.

(d) **Exceptions.** An Executive who otherwise is an Eligible Executive will not receive Severance Benefits in any of the following circumstances:

(i) The Executive has executed an individually negotiated employment contract or agreement with the Company, which includes the provision of Severance Benefits upon his or her termination. Such Executive's Severance Benefits, if any, shall be governed by the terms of such individually negotiated employment contract or agreement. If these Guidelines would provide the Executive more benefits than the Executive's individual agreement, the Company may, at its sole discretion, offer the Executive the amount set forth herein;

(ii) The Executive voluntarily terminates employment with the Company. Voluntary terminations include, but are not limited to, resignation and retirement;

(iii) The Executive rejects an offer of Comparable Employment with the Company;

(iv) In connection with a Change in Control between the Company and another entity, the surviving entity (a "**Successor Employer**") employs Executive for the period of time outlined in Schedule A as attached to these Guidelines, after the Change in Control in the same position as he or she held immediately prior to the Change in Control or offers Comparable Employment to Executive.

If, during any period, the Company has not regarded an individual as an employee of the Company and, for that reason, has not withheld employment taxes with respect to that individual, then that individual shall not be an Eligible Executive for that period, even in the event that the individual is determined, retroactively, to have been an employee of the Company during all or any portion of that period.

4. AMOUNT OF SEVERANCE BENEFITS.

Schedule A, attached to these Guidelines, sets forth the amount of the Severance Benefits that an Eligible Executive may receive pursuant to these Guidelines.

5. EQUITY.

When the Eligible Executive terminates employment, any outstanding stock options, restricted stock units or other equity grants will be treated as set forth in the applicable equity incentive plan and award agreements and/or any other related documents.

6. OTHER EMPLOYMENT BENEFITS.

(a) **COBRA Continuation.** Each Eligible Executive who is enrolled in a Company-sponsored health, dental or vision plan will be eligible for COBRA Continuation coverage. The Company will notify the individual of any such right to continue health coverage.

(b) **Other Employee Benefits.** All non-health benefits (such as life insurance and disability coverage) will terminate as of the Executive's last day of being physically present on the job, the last day of active employment with the Company, or the date of termination, as determined by the applicable plan documents and/or the Company in its sole discretion (except to the extent that the Executive elects and pays for any conversion privilege available). The Executive's right to benefits under the Company's 401(k) plan shall be determined exclusively by the plan and any of its related agreements.

(c) **Coordination with Other Plans.** Any Severance Benefits payable to the Eligible Executive under these Guidelines will not be counted as compensation for purposes of determining benefits under any other benefit policies or plans of the Company, except to the extent expressly provided therein.

7. TIME AND FORM OF PAYMENT.

Subject to the terms and conditions set forth in these Guidelines, Severance Benefits will be paid in a single lump sum on the first payroll date following the effective date of the Release, except as otherwise provided in Schedule A, as attached to these Guidelines. No Severance Benefits will be paid or provided until the expiration of any applicable revocation period. In no event will any Severance Benefits be paid or provided under these Guidelines if the Release does not become effective by fifteen (15) days prior to (i) the end of the short-term deferral period as defined in Treasury Regulation § 1.409A-1(b)(4) or (ii) the end of the second calendar year following the year in which the separation occurs, if the Severance Benefits are less than the maximum amount provided under Treasury Regulation § 1.409A-1(b)(9)(iii)(A).

8. NON-DUPLICATION OF BENEFITS.

There will be no duplication of severance benefits that the Company or any of its affiliates pay or provide to the Eligible Executive, and that the Severance Benefits provided under these Guidelines are in lieu of any severance benefits for which the Eligible Executive might otherwise have been eligible under any plan, program, guidelines, policy or arrangement of the Company or any of its affiliates. To the extent necessary to avoid duplication of benefits, Severance Benefits paid or provided under these Guidelines will be reduced to offset severance benefits paid or provided to the Eligible Executive under any other plan, program, guidelines, policy or arrangement of the Company or any of its affiliates. Notwithstanding the foregoing, an Executive who has an employment agreement, in effect with the Company at the time of his or her termination of employment, that provides for severance payments and/or benefits shall not be eligible to be an Eligible Executive and shall not receive any Severance Benefits under these Guidelines.

9. NOTICE.

The Company may give at least two (2) weeks' non-working notice in advance of termination at the Company's sole discretion. If the effective date of the termination is immediate, then the Company may pay the Eligible Executive(s) an amount equal to two (2) weeks' salary in lieu of notice. However, the provision of notice and/or notice pay is at the Company's sole discretion, unless notice and/or notice pay is required by applicable law.

10. NO IMPLIED EMPLOYMENT CONTRACT.

Nothing in these Guidelines shall be deemed (a) to give any Executive any right to be retained in the employ of the Company, or (b) to interfere with the right of the Company to discharge any Executive at any time and for any reason, which right is hereby reserved. Nothing contained in these Guidelines alters or amends an Executive's status as an at-will employee. As an at-will employee, either the Executive or the Company may terminate the employment relationship with or without cause, with or without advance notice.

11. REEMPLOYMENT.

If an Eligible Executive receives Severance Benefits pursuant to these Guidelines and is subsequently reemployed by the Company in reasonably Comparable Employment, such Eligible Executive shall be obligated to repay the Company any portion of Severance Benefits received that is in excess of the time the he or she was separated from the Company. For purposes of determining the repayment obligation, the Severance Benefits shall be converted to a "**Weekly Benefit Amount**," which shall be calculated by dividing the Severance Benefits paid by the number of weeks of base salary payments that the Eligible Executive received as set forth in Schedule A, as attached to these Guidelines. The Weekly Benefit Amount multiplied by the number of whole weeks the Eligible Executive was separated from the Company shall be deducted from the total amount of Severance Benefits paid, and such Eligible Executive shall repay to the Company the difference between the two amounts.

12. Section 280G of the Code.

(a) Notwithstanding any other provision of these Guidelines or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Eligible Executive or for the Eligible Executive's benefit pursuant to the terms of these Guidelines or otherwise ("**Covered Payments**") constitute parachute payments ("**Parachute Payments**") within the meaning of Section 280G of the Code and would, but for this Section 12 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Eligible Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "**Reduced Amount**"). "**Net Benefit**" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A of the Code and the following:

(i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Section 409A of the Code shall be reduced first; and

(ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section 12, including whether any payments or benefits are parachute payments, shall be made by the Company (or an accounting firm that the Company selects) in its sole discretion. The Eligible Executive shall provide the Company with such information and documents as the Company may reasonably request in order to make a determination under this Section 12. The Company's determination shall be final and binding on the Eligible Executive.

(d) It is possible that after the determinations and selections made pursuant to this Section 12 the Eligible Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 12 ("*Overpayment*") or less than the amount provided under this Section 12 ("*Underpayment*").

(i) In the event that: (A) the Company determines, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Eligible Executive which the Company believes has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Eligible Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Eligible Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Company, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Eligible Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Eligible Executive until the payment date.

(e) Notwithstanding the foregoing, the Company in its sole discretion may choose to put the Parachute Payments to a shareholder vote in accordance with Section 280G(b)(5)(B) and the regulations promulgated thereunder.

13. GENERAL PROVISIONS.

(a) **Severability.** The invalidity or unenforceability of any provision of these Guidelines shall not affect the validity or enforceability of any other provision of the Guidelines. If any provision of these Guidelines is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, such provision shall be deemed modified, amended and narrowed to the extent necessary to render such provision legal, valid, and enforceable, and the other remaining provisions of these Guidelines shall not be affected but shall remain in full force and effect.

(b) **Headings and Subheadings.** Headings and subheadings contained in these Guidelines are intended solely for convenience and no provision of these Guidelines is to be construed by reference to the heading or subheading of any section or paragraph.

(c) **Unfunded Obligations.** The amounts to be paid to Eligible Executives under these Guidelines are unfunded obligations of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations. Eligible Executives shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

(d) **Successors.** These Guidelines will be binding upon any successor to the Company, its assets, its businesses or its interest, in the same manner and to the same extent that the Company would be obligated under the Guidelines if no succession had taken place. In the case of any transaction in which a successor would not by the foregoing provision or by operation of law be bound by these Guidelines, the Company shall require any successor to the Company to expressly and unconditionally assume these Guidelines in writing and honor the obligations of the Company hereunder, in the same manner and to the same extent that the Company would be required to perform if no succession had taken place. All payments and benefits that become due to an Eligible Executive under these Guidelines will inure to the benefit of his or her heirs, assigns, designees, or legal representatives.

(e) **Transfer and Assignment.** Neither an Eligible Executive nor any other person shall have any right to sell, assign, transfer, pledge, anticipate or otherwise encumber, transfer, hypothecate or convey any amounts payable under these Guidelines prior to the date that such amounts are paid, except that, in the case of an Eligible Executive's death, such amounts shall be paid to his or her estate.

(f) **Waiver.** Any party's failure to enforce any provision or provisions of these Guidelines will not in any way be construed as a waiver of any such provision or provisions, nor prevent any party from thereafter enforcing each and every other provision of the Guidelines.

(g) **Governing Law.** To the extent not pre-empted by federal law, these Guidelines shall be construed in accordance with and governed by the laws of Tennessee without regard to conflicts of law principles.

(h) **Clawback.** Any payment made under the Guidelines shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or similar policy adopted by Change Healthcare Inc., whether in existence as of the Effective Date or later adopted by Change Healthcare Inc.) and (ii) any applicable law or government regulation. Further, unless otherwise determined by the Compensation Committee of Change Healthcare Inc., to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Guidelines for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to Change Healthcare Inc. Change Healthcare Inc. will make any determination for clawback, forfeiture or recovery in its sole discretion and in accordance with any applicable law, government regulation or Change Healthcare Inc. policy, as applicable. By participating in these Guidelines the Participant consents to such deductions being made by Change Healthcare Inc.

(i) **Withholding.** The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

(j) **Section 409A of the Code.**

(i) These Guidelines are intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and administered in accordance with Section 409A of the Code. Notwithstanding any other provision of the Guidelines, payments provided under the Guidelines may only be made upon an event and in a manner that complies with Section 409A of the Code or an applicable exemption. Any payments under the Guidelines that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment or benefit provided under the Guidelines shall be treated as a separate payment. Any payments subject to and not exempt from Section 409A is to be made under the Guidelines upon a termination of employment shall only be made upon a "separation from service" under Section 409A of the Code. Although the Company intends to administer these Guidelines so that they shall comply with the requirements of 409A, the

Company does not represent or warrant that these Guidelines shall comply with Section 409A or any other provision of federal, state, local or non-United States law. The Company, or either of its directors, officers, employees or advisers shall not be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by a Eligible Executive as a result of compensation paid under the Guidelines, and shall have no obligation to indemnify or otherwise protect an Eligible Executive from the obligation to pay any taxes pursuant to Section 409A.

(ii) Notwithstanding any other provision of the Guidelines, if any payment or benefit provided to an Eligible Executive in connection with his or her Qualifying Termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the Eligible Executive is determined to be a “specified employee” as defined in Section 409A(a)(2)(b)(i) of the Code, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Qualifying Termination or, if earlier, on the Eligible Executive’s death (the “**Specified Employee Payment Date**”). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Eligible Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule. Notwithstanding any other provision of the Guidelines, if any payment or benefit is conditioned on the Eligible Executive’s execution of a Release, the first payment shall include all amounts that would otherwise have been paid to the Eligible Executive during the period beginning on the date of the Qualifying Termination and ending on the payment date if no delay had been imposed. If the consideration and revocation period of the Release crosses over two (2) calendar years, then the Severance Benefits shall be paid or begin being paid (taking the preceding sentence into effect), on the later of (A) the first payroll date in the second calendar year, or (B) the first payroll date following the effective date of the Release.

(iii) To the extent required by Section 409A of the Code, each reimbursement or in-kind benefit provided under the Guidelines shall be provided in accordance with the following: (A) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; and (B) any right to reimbursements or in-kind benefits under the Guidelines shall not be subject to liquidation or exchange for another benefit.

SCHEDULE A
Severance Benefits Schedule

U.S Executives (excluding the Chief Executive Officer) in the Executive “E” Career Band

Qualifying Termination Not in Connection with a Change in Control

Base: Eligible Executive shall be eligible to receive a lump sum payment equivalent to twelve (12) months of base salary in effect on the date of the Qualifying Termination.

COBRA Subsidy: Eligible Executive shall be eligible to receive payment of, in lump sum, an amount equivalent to the COBRA health insurance premiums that the Company and Eligible Executive would pay for employees with similar coverage during the twelve (12) month period following Eligible Executive’s termination.

Qualifying Termination in Connection with a Change in Control

If Eligible Executive’s Qualifying Termination occurs upon a Change in Control, or within twelve (12) months after a Change in Control, Eligible Executive shall be eligible to receive a lump sum payment equivalent to the sum of:

- Twelve (12) months of base salary in effect on the date of the Qualifying Termination;
- The bonus Eligible Executive would have received under the Annual Incentive Plan (“AIP”) in effect at the time of such Qualifying Termination, at one times the Eligible Executive’s full target payout rate for the year in which the Qualifying Termination occurs; and
- The COBRA health insurance premiums that the Company and Eligible Executive would pay for employees with similar coverage during the twelve (12) month period following Eligible Executive’s termination;

provided, however, that (i) the sum of the above-described benefits payable to Eligible Executive in connection with a Change in Control may be subject to reduction as described in Section 12 of the Guidelines and/or (ii) in connection with a Change in Control, the Compensation Committee of Change Healthcare Inc. shall have the discretion to make changes to the Guidelines and benefits payable hereunder as the Compensation Committee of Change Healthcare Inc., in its sole discretion, deems to be equitable and appropriate.

Eligibility Exception: In accordance with section 3(d)(iv), twelve (12) months.

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Neil E. de Crescenzo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Change Healthcare Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2019

By: /s/ Neil E. de Crescenzo

Name: Neil E. de Crescenzo

Title: President and Chief Executive Officer of Change Healthcare Inc.

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Fredrik Eliasson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Change Healthcare Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2019

By: /s/ Fredrik Eliasson
Name: Fredrik Eliasson
Title: Executive Vice President and Chief Financial Officer of Change Healthcare Inc.

**Financial Information of Significant Equity Method Investee
Change Healthcare LLC**

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EXPLANATORY NOTE

Unconsolidated Significant Subsidiary

Change Healthcare Inc.'s ("the Company") primary asset is its interest in the Joint Venture which is accounted for using the equity method. As the Company's investment in the Joint Venture is considered to be significant, the Joint Venture's annual financial statements are required to be included as an exhibit to each Company Annual Report on Form 10-K in accordance with SEC Rule 3-09 of Regulation S-X. Given the significance of this investment to the financial position and results of operations of the Company, however, we have elected to include financial information of the Joint Venture in this Quarterly Report on Form 10-Q.

Change Healthcare LLC
Condensed Consolidated Statements of Operations
(unaudited and amounts in thousands, except unit and per unit data)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Revenue:				
Solutions revenue	\$ 738,701	\$ 737,786	\$ 1,535,773	\$ 1,495,491
Postage revenue	57,110	62,404	115,594	127,962
Total revenue	<u>795,811</u>	<u>800,190</u>	<u>1,651,367</u>	<u>1,623,453</u>
Operating expenses:				
Cost of operations (exclusive of depreciation and amortization below)	331,234	327,563	658,181	664,993
Research and development	51,783	51,243	101,122	106,567
Sales, marketing, general and administrative	190,039	207,105	383,312	414,019
Customer postage	57,110	62,404	115,594	127,962
Depreciation and amortization	77,448	69,258	148,764	137,785
Accretion and changes in estimate with related parties, net	3,214	5,932	7,094	9,756
Gain on Sale of the Extended Care Business	—	(111,392)	—	(111,392)
Total operating expenses	<u>710,828</u>	<u>612,113</u>	<u>1,414,067</u>	<u>1,349,690</u>
Operating income (loss)	84,983	188,077	237,300	273,763
Non-operating (income) and expense				
Interest expense, net	69,901	80,677	153,307	159,226
Loss on extinguishment of debt	16,900	—	16,900	—
Contingent consideration	1,700	(72)	909	200
Other, net	(4,386)	(3,849)	(8,164)	(9,381)
Total non-operating (income) and expense	<u>84,115</u>	<u>76,756</u>	<u>162,952</u>	<u>150,045</u>
Income (loss) before income tax provision (benefit)	868	111,321	74,348	123,718
Income tax provision (benefit)	998	(2,119)	2,563	(2,228)
Net income (loss)	<u>\$ (130)</u>	<u>\$ 113,440</u>	<u>\$ 71,785</u>	<u>\$ 125,946</u>
Net income (loss) per common unit:				
Basic	<u>\$ —</u>	<u>\$ 0.45</u>	<u>\$ 0.25</u>	<u>\$ 0.50</u>
Diluted	<u>\$ —</u>	<u>\$ 0.45</u>	<u>\$ 0.25</u>	<u>\$ 0.50</u>
Weighted average common units outstanding:				
Basic	<u>318,219,028</u>	<u>251,501,744</u>	<u>285,107,046</u>	<u>251,550,892</u>
Diluted	<u>323,970,033</u>	<u>253,333,940</u>	<u>288,809,850</u>	<u>253,390,770</u>

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Statements of Comprehensive Income (Loss)
(unaudited and amounts in thousands)

	<u>Three Months Ended</u>		<u>Six Months Ended</u>	
	<u>September 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>	<u>September 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Other comprehensive income (loss):				
Foreign currency translation adjustment	3,812	1,886	4,568	(6,752)
Changes in fair value of interest rate cap, net of taxes	(3,156)	4,925	(21,254)	7,529
Other comprehensive income (loss)	<u>656</u>	<u>6,811</u>	<u>(16,686)</u>	<u>777</u>
Total comprehensive income (loss)	<u>\$ 526</u>	<u>\$ 120,251</u>	<u>\$ 55,099</u>	<u>\$ 126,723</u>

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Balance Sheets
(unaudited and amounts in thousands)

	<u>September 30,</u> <u>2019</u>	<u>March 31,</u> <u>2019</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 72,992	\$ 47,718
Restricted cash	—	1,176
Accounts receivable, net of allowance for doubtful accounts	675,306	759,502
Contract assets	139,111	—
Prepaid expenses and other current assets	155,019	172,067
Assets held for sale (see Note 14)	29,562	—
Total current assets	<u>1,071,990</u>	<u>980,463</u>
Property and equipment, net	160,305	197,263
Goodwill	3,295,381	3,284,266
Intangible assets, net	1,261,290	1,320,161
Other noncurrent assets, net	500,627	421,985
Total assets	<u>\$ 6,289,593</u>	<u>\$ 6,204,138</u>
Liabilities and members' equity		
Current liabilities:		
Drafts and accounts payable	\$ 64,010	\$ 98,550
Accrued expenses	315,419	316,179
Deferred revenues	337,371	437,636
Due to related parties, net	23,230	34,629
Current portion of long-term debt	26,644	2,789
Total current liabilities	<u>766,674</u>	<u>889,783</u>
Long-term debt, excluding current portion	4,944,395	5,787,150
Deferred income tax liabilities	110,016	106,099
Tax receivable agreement obligations to related parties	199,876	212,698
Other long-term liabilities	112,812	113,194
Commitments and contingencies (see Note 6)		
Members' equity (deficit)	<u>155,820</u>	<u>(904,786)</u>
Total liabilities and members' equity	<u>\$ 6,289,593</u>	<u>\$ 6,204,138</u>

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Statements of Members' Equity (Deficit)
(unaudited and amounts in thousands)

	<u>2019</u>	<u>2018</u>
Balance at March 31	\$ (904,786)	\$ (1,066,180)
Cumulative effect of a change in accounting principle-revenue recognition	159,877	—
Advances to Member	—	(208)
Repurchase of equity awards	—	(4,838)
Capital contribution from Member from exercise of equity awards	—	205
Equity compensation expense	5,862	5,300
Net income (loss)	71,915	12,506
Foreign currency translation adjustment	756	(8,638)
Change in fair value of interest rate cap agreements, net of taxes	(18,098)	2,604
Other	(409)	456
Balance at June 30	\$ (684,883)	\$ (1,058,793)
Advances to Members, net	—	2,844
Repurchase of equity awards	—	(2,249)
Capital contribution from Member from exercise of equity awards	1,139	—
Issuance of LLC units for IPO proceeds	601,429	—
Issuance of tangible equity units	230,154	—
Equity compensation expense	8,565	2,969
Net income (loss)	(130)	113,440
Foreign currency translation adjustment	3,812	1,886
Change in fair value of interest rate cap agreements, net of taxes	(3,156)	4,925
Other	(1,110)	(192)
Balance at September 30	\$ 155,820	\$ (935,170)

See accompanying notes to condensed consolidated financial statements.

Change Healthcare LLC
Condensed Consolidated Statements of Cash Flows
(unaudited and amounts in thousands)

	Six Months Ended	
	September 30,	
	2019	2018
Cash flows from operating activities:		
Net income (loss)	\$ 71,785	\$ 125,946
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	148,764	137,785
Amortization of capitalized software developed for sale	6,698	7,378
Accretion and changes in estimate, net	7,094	9,756
Equity compensation	15,207	8,269
Deferred income tax expense (benefit)	1,473	(3,013)
Amortization of debt discount and issuance costs	9,941	10,964
Contingent consideration	909	200
Gain on Sale of the Extended Care Business	—	(111,392)
Loss on extinguishment of debt	16,900	—
Other	(111)	538
Changes in operating assets and liabilities:		
Accounts receivable	54,240	6,730
Contract assets	12,688	—
Prepaid expenses and other	(8,583)	(16,373)
Accounts payable	(15,209)	(32,035)
Accrued expenses and other liabilities	(16,311)	142,707
Deferred revenue	(69,471)	(75,074)
Due to related party, net	(12,150)	15,482
Net cash provided by (used in) operating activities	223,864	227,868
Cash flows from investing activities:		
Capitalized expenditures	(129,847)	(124,631)
Proceeds from Sale of the Extended Care Business	—	160,244
Investments in businesses	(18,946)	—
Net cash provided by (used in) investing activities	(148,793)	35,613
Cash flows from financing activities:		
Payments of third party initial public offering and loan costs	(8,554)	—
Payments under tax receivable agreements with related parties	(27,227)	(25,096)
Payments on Term Loan Facility	(902,750)	(76,500)
Receipts (payments) on derivative instruments	3,109	2,090
Payments of deferred financing obligations	—	(3,432)
Capital contribution from Members from exercise of equity awards	1,139	205
Repurchase of equity awards	—	(5,305)
Proceeds from Change Healthcare Inc. initial public offering	608,679	—
Proceeds from debt issued to Change Healthcare Inc.	47,367	—
Proceeds from forward purchase contract with Change Healthcare Inc.	232,929	—
Advances to and refunds from Change Healthcare Inc.	(2,590)	2,636
Payment of debt issued to Change Healthcare Inc.	(3,621)	—
Other	247	598
Net cash provided by (used in) financing activities	(51,272)	(104,804)
Effect of exchange rate changes on cash and cash equivalents	299	(672)
Net increase (decrease) in cash, cash equivalents and restricted cash	24,098	158,005
Cash, cash equivalents and restricted cash at beginning of period	48,894	50,011
Cash, cash equivalents and restricted cash at end of period	\$ 72,992	\$ 208,016

See accompanying notes to condensed consolidated financial statements.

1. Nature of Business and Organization

Nature of Business

Change Healthcare LLC (the “Joint Venture”), is a leading independent healthcare technology platform that provides data and analytics-driven solutions to improve clinical, financial and patient engagement outcomes in the U.S. healthcare system. The Joint Venture offers a comprehensive suite of software, analytics, technology enabled solutions that drive improved results in the complex workflows of healthcare system payers and providers.

Organization

In June 2016, Change Healthcare Inc., the Joint Venture, Change Healthcare Holdings, LLC, Change Healthcare Intermediate Holdings, LLC, Change Healthcare Performance, Inc. (“Legacy CHC”) and its stockholders—including affiliates of The Blackstone Group, L.P. (“Blackstone”) and Hellman & Friedman LLC (“Hellman & Friedman”)—entered into an Agreement of Contribution and Sale (the “Contribution Agreement”) with McKesson Corporation (“McKesson”, together with Change Healthcare Inc., the “Members”). Under the terms of the Contribution Agreement, the parties agreed to form the Joint Venture, a joint venture that combined the majority of the McKesson Technology Solutions businesses, excluding McKesson’s Enterprise Information Solutions business and RelayHealth Pharmacy Network (such contributed businesses, “Core MTS”) with substantially all of the assets and operations of Legacy CHC, but excluding Legacy CHC’s pharmacy claims switching and prescription routing businesses (such excluded businesses, the “eRx Network” and the businesses contributed by Legacy CHC, together with Core MTS, the “Contributed Businesses”). The creation of the Joint Venture, including the contribution of the Contributed Businesses and related transactions, is collectively referred to as the “Transactions”. The Transactions closed on March 1, 2017.

Basis of Accounting

Due to the existence of shared control among the Members over all major financial and operating decisions of the Joint Venture and its consolidated subsidiaries, the assets and liabilities contributed to the Joint Venture were recognized in the accompanying condensed consolidated financial statements at their historical carrying values (i.e., joint venture accounting).

Change Healthcare Inc. Initial Public Offering

Effective July 1, 2019, Change Healthcare Inc. completed its initial public offering of 49,285,713 of common stock and a concurrent offering of 5,750,000 of tangible equity units (“TEUs”). The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for an additional 49,285,713 units of the Joint Venture (“LLC Units”), which together with the Company’s existing holdings represents an approximately 41% interest in the Joint Venture. The proceeds of the offering of TEUs were used to acquire instruments of the Joint Venture that, in economic terms, substantially mirror the terms of the TEUs included in Change Healthcare Inc.’s offering. The net proceeds received from Change Healthcare Inc. from the offering of common stock and the offering of TEUs were \$603,787 and \$276,633, respectively, and the Joint Venture, in turn, used the proceeds to repay \$805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional \$85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of \$890,000. However, due to the presence of unamortized discounts and debt issuance costs, the Joint Venture recognized a loss on extinguishment of debt of approximately \$15,791 during the three and six months ended September 30, 2019.

Amendment of Revolving Credit Facility

Additionally, in July 2019, the Joint Venture amended its Revolving Credit Facility, the primary effects of which were to increase the maximum amount that can be borrowed from \$500,000 to \$785,000 and to extend the maturity date until July 3, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds \$1,100,000 on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023. In connection with this amendment, a portion of the debt was deemed extinguished, and the Joint Venture recognized a loss on extinguishment of \$1,109 during the three and six months ended September 30, 2019.

2. Basis of Presentation

Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Securities and Exchange Commission (“SEC”) Guidelines, Rules and Regulations (“Regulation S-X”) and, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of results for the unaudited interim periods presented. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted. The results of operations for the interim period are not necessarily indicative of the results to be obtained for the full fiscal year. All intercompany accounts and transactions have been eliminated in the unaudited condensed consolidated financial statements.

Tangible Equity Units

In connection with the initial public offering of Change Healthcare Inc., the Joint Venture completed an offering of TEUs that were issued to Change Healthcare Inc. Each TEU comprises an amortizing note and purchase contract, both of which are freestanding instruments and separate units of account. The amortizing notes were issued at par and are classified as debt on the accompanying condensed consolidated balance sheet, with scheduled principal payments over the next twelve months reflected in current maturities of long-term debt. The purchase contracts are accounted for as prepaid forward contracts and classified as equity. The TEU proceeds and issuance costs were allocated to the amortizing notes and purchase contracts on a relative fair value basis, consistent with the methodology utilized by Change Healthcare Inc. See Note 12 for further discussion.

Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. The Joint Venture bases its estimates on historical experience, current business factors and various other assumptions that the Joint Venture believes are necessary to consider in order to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of revenue and expenses and disclosure of contingent assets and liabilities. The Joint Venture is subject to uncertainties such as the impact of future events, economic, environmental and political factors and changes in the Joint Venture’s business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Joint Venture’s financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as the Joint Venture’s operating environment changes. Such changes in estimates and refinements in estimation methodologies are reflected in the reported results of operations, and, if material, the effects of changes in estimates are disclosed in the notes to the condensed consolidated financial statements. Estimates and assumptions by management affect: the allowance for doubtful accounts; the fair value assigned to assets acquired and liabilities assumed in business combinations; tax receivable agreement obligations; the fair value of interest rate cap agreement obligations; contingent consideration; loss accruals; the carrying value of long-lived assets (including goodwill and intangible assets); the classification and measurement of assets held for sale; the measurement of the components of tangible equity units; the amortization period of long-lived assets (excluding goodwill); the carrying value, capitalization and amortization of software development costs; the provision and benefit for income taxes and related deferred tax accounts; certain accrued expenses; revenue recognition; contingencies; and the value attributed to equity awards.

Allowance for Doubtful Accounts

The allowance for doubtful accounts of \$21,796 and \$20,438 at September 30, 2019 and March 31, 2019, respectively, reflects the Joint Venture’s best estimate of losses inherent in the Joint Venture’s receivables portfolio determined on the basis of historical experience, specific allowances for known troubled accounts and other currently available evidence.

Accounting Pronouncements Not Yet Adopted

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”)No. 2016-02, which generally requires that all lease obligations be recognized on the balance sheet at the present value of the remaining lease payments with a corresponding lease asset. As originally issued, the standard required that companies adopt the standard using the modified retrospective transition method and report a cumulative effect adjustment to the opening balance of retained earnings in the earliest comparative period presented. In July 2018, the FASB issued ASU No. 2018-11 which provides companies with the

option to apply this cumulative effect adjustment to the opening balance of retained earnings in the period of adoption instead of the earliest comparative period presented. This update is scheduled to be effective for the Joint Venture beginning April 1, 2020, with early adoption permitted. The Joint Venture is currently assessing both the method of adoption and the potential effects this update may have on its condensed consolidated financial statements.

In June 2016, the FASB issued ASUNo. 2016-13, as amended by ASUNo. 2018-19, which requires that a financial asset (or group of financial assets) measured at amortized cost be presented at the net amount expected to be collected based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. This update is scheduled to be effective for the Joint Venture beginning April 1, 2021, with early adoption permitted beginning April 1, 2019. The Joint Venture is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASUNo. 2018-13, which modifies the disclosure requirements related to fair value measurements based on the FASB Concepts Statements. This update eliminates certain disclosures, modifies others and, in certain cases, requires additional disclosures. This update is effective for the Joint Venture beginning April 1, 2020, with earlier adoption permitted. The Joint Venture is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASUNo. 2018-15, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This update also requires that the effects of such capitalized costs be classified in the same respective caption of the statement of operations, balance sheet and cash flows as the underlying hosting arrangement. Upon adoption, a company may elect to either retrospectively restate each prior reporting period or apply the update prospectively to all implementation costs incurred after the effective date. This update is scheduled to be effective for the Joint Venture beginning April 1, 2020, with early adoption permitted. The Joint Venture is currently assessing both the method of adoption and the potential effects this update may have on its condensed consolidated financial statements.

Recently Adopted Accounting Pronouncements

In April 2019, the Joint Venture adopted FASB ASUNo. 2018-16, which adds the Overnight Index Swap rate based on the Secured Overnight Financing Rate as a benchmark interest rate for hedging purposes. As the adoption of this update applies only to qualifying new or redesignated hedging relationships entered into following the date of adoption, its adoption has no immediate effect on the Joint Venture's condensed consolidated financial statements.

In April 2019, the Joint Venture adopted FASB ASUNo. 2018-02, which allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017 ("Tax Legislation"). Because the Joint Venture's financial statements do not separately classify the components of members' deficit, the effect of the adoption of this update was limited to the separate disclosure in Note 10 related to the reclassification of such stranded costs from accumulated comprehensive income (loss) to accumulated deficit.

In April 2019, the Joint Venture adopted FASB ASUNo. 2018-07, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Among other provisions, the measurement date for awards to nonemployees changed from the earlier of the date at which a commitment for performance by the counterparty is reached or the date at which performance is complete under the previous guidance to the grant date under this update. Because the Joint Venture's equity-based compensation was previously subject to remeasurement at fair value each quarter under the previous authoritative literature, the effect of the adoption of this update had no material effect on the Joint Venture's condensed consolidated financial statements.

In April 2019, the Joint Venture adopted Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which replaced most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework. Under this revised framework, a company recognizes revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. All of the Joint Venture's revenue is accounted for under ASC 606.

The Joint Venture adopted ASC 606 using the modified retrospective transition method applied only to contracts that were not completed as of the date of initial application. The Joint Venture has also elected the contract modification transition practical expedient, and as a result, will treat all contract modifications entered into prior to adoption date as if they were part of the original

contract. The adoption of the new revenue standard utilizing these transition methods resulted in a cumulative effect adjustment that reduced members' equity (deficit) as of April 1, 2019 by \$159,877. After assessing all potential impacts of adopting the new standard on its consolidated financial statements, related disclosures, and necessary control and process changes, the Joint Venture has noted the following to be the most notable impacts of adopting the new standard:

- Revenue for certain contingent fee service arrangements will be accelerated as revenue for these arrangements is recognized as the services are performed.
- Revenue related to certain time-based software and content license agreements will be accelerated. The license component for certain time-based software will be recognized upon delivery to the customer ("point in time"), or in the case of software that requires significant production, modification or customization, recognized as the implementation work is performed. A non-license component (e.g., technical support) will be recognized over the respective contract terms ("over time").
- Incremental costs to obtain contracts and qualifying costs to fulfill will be capitalized and amortized over the period of benefit. The net result of this change was an increase to capitalized contract costs on the balance sheet; these capitalized costs will be amortized and recognized as expense over an incrementally longer period of time.

The following tables represent the impact of the new standard on the Joint Venture's unaudited financial statements as of and for the three and six months ended September 30, 2019:

	Three Months Ended September 30,				Six Months Ended September 30,			
	2019		2018		2019		2018	
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)
Revenue:								
Solutions revenue	\$ 738,701	\$ 9,945	\$ 748,646	\$ 737,786	\$ 1,535,773	\$ (31,586)	\$ 1,504,187	\$ 1,495,491
Postage revenue	57,110	—	57,110	62,404	115,594	—	115,594	127,962
Total revenue	795,811	9,945	805,756	800,190	1,651,367	(31,586)	1,619,781	1,623,453
Operating expenses:								
Cost of operations (exclusive of depreciation and amortization below)	331,234	996	332,230	327,563	658,181	1,804	659,985	664,993
Research and development	51,783	—	51,783	51,243	101,122	—	101,122	106,567
Sales, marketing, general and administrative	190,039	4,595	194,634	207,105	383,312	9,764	393,076	414,019
Customer postage	57,110	—	57,110	62,404	115,594	—	115,594	127,962
Depreciation and amortization	77,448	—	77,448	69,258	148,764	—	148,764	137,785
Accretion and changes in estimate with related parties, net	3,214	—	3,214	5,932	7,094	—	7,094	9,756
Gain on Sale of the Extended Care Business	—	—	—	(111,392)	—	—	—	(111,392)
Impairment of long-lived assets and related costs	—	—	—	—	—	—	—	—
Total operating expenses	710,828	5,591	716,419	612,113	1,414,067	11,568	1,425,635	1,349,690
Operating income (loss)	84,983	4,354	89,337	188,077	237,300	(43,154)	194,146	273,763
Non-operating (income) and expense								
Interest expense, net	69,901	—	69,901	80,677	153,307	—	153,307	159,226
Loss on extinguishment of debt	16,900	—	16,900	—	16,900	—	16,900	—
Contingent consideration	1,700	—	1,700	(72)	909	—	909	200
Other, net	(4,386)	—	(4,386)	(3,849)	(8,164)	—	(8,164)	(9,381)
Total non-operating (income) and expense	84,115	—	84,115	76,756	162,952	—	162,952	150,045
Income (loss) before income tax provision (benefit)	868	4,354	5,222	111,321	74,348	(43,154)	31,194	123,718
Income tax provision (benefit)	998	(32)	966	(2,119)	2,563	(2,283)	280	(2,228)
Net income (loss)	\$ (130)	\$ 4,386	\$ 4,256	\$ 113,440	\$ 71,785	\$ (40,871)	\$ 30,914	\$ 125,946
Net income (loss) per common unit:								
Basic	\$ —	\$ 0.01	\$ 0.01	\$ 0.45	\$ 0.25	\$ (0.14)	\$ 0.11	\$ 0.50
Diluted	\$ —	\$ 0.01	\$ 0.01	\$ 0.45	\$ 0.25	\$ (0.14)	\$ 0.11	\$ 0.50

	September 30, 2019			March 31, 2019
	As Reported	Impacts from Adoption	Without Adoption (ASC 605)	As Reported (ASC 605)
Assets				
Current assets:				
Cash and cash equivalents	\$ 72,992	\$ —	\$ 72,992	\$ 47,718
Restricted cash	—	—	—	1,176
Accounts receivable, net of allowance for doubtful accounts	675,306	15,814	691,120	759,502
Contract assets	139,111	(139,111)	—	—
Prepaid expenses and other current assets	155,019	20,914	175,933	172,067
Assets held for sale	29,562	—	29,562	—
Total current assets	1,071,990	(102,383)	969,607	980,463
Property and equipment, net	160,305	—	160,305	197,263
Goodwill	3,295,381	—	3,295,381	3,284,266
Intangible assets, net	1,261,290	—	1,261,290	1,320,161
Other noncurrent assets, net	500,627	(40,520)	460,107	421,985
Total assets	\$6,289,593	\$(142,903)	\$6,146,690	\$ 6,204,138
Liabilities and members' equity				
Current liabilities:				
Drafts and accounts payable	\$ 64,010	\$ —	\$ 64,010	\$ 98,550
Accrued expenses	315,419	—	315,419	316,179
Deferred revenues	337,371	57,881	395,252	437,636
Due to related parties, net	23,230	—	23,230	34,629
Current portion of long-term debt	26,644	—	26,644	2,789
Total current liabilities	766,674	57,881	824,555	889,783
Long-term debt, excluding current portion	4,944,395	—	4,944,395	5,787,150
Deferred income tax liabilities	110,016	—	110,016	106,099
Tax receivable agreement obligations to related parties	199,876	—	199,876	212,698
Other long-term liabilities	112,812	—	112,812	113,194
Commitments and contingencies	—	—	—	—
Members' equity (deficit)	155,820	(200,784)	(44,964)	(904,786)
Total liabilities and members' equity	\$6,289,593	\$(142,903)	\$6,146,690	\$ 6,204,138

The adoption of the new standard had an immaterial impact on the Joint Venture's unaudited statement of cash flows for the three and six months ended September 30, 2019. See Note 3, *Revenue Recognition* for more information.

3. Revenue Recognition

The Joint Venture generates most of its solutions revenue by using technology solutions (generally Software as a Service ("SaaS")) to provide services to its customers that automate and simplify business and administrative functions for payers, providers, pharmacies, and channel partners and through the licensing of software, software systems (consisting of software, hardware and maintenance support) and content.

The Joint Venture recognizes revenue when the customer obtains control of the good or service through the Joint Venture satisfying a performance obligation by transferring the promised good or service to the customer.

Principal Revenue Generating Products and Services

Content license subscriptions and time-based software—The Joint Venture’s content license subscriptions and time-based software arrangements provide a license to use a software for a specified period of time. At the end of the contractual period, the customer either renews the license for an additional term or ceases to use the software. Software licenses are typically delivered to the customer with functionality that the customer can benefit from the software on its own or together with readily available resources. As contracts for these solutions generally do not price individual components separately, the Joint Venture allocates the transaction price to the license and ongoing support performance obligations based on standalone selling price (“SSP”), primarily determined by historical value relationships between licenses and ongoing support and updates. Revenue allocated to content license subscriptions and time-based software license agreements is generally recognized at the point-in-time of delivery of the license or the content update upon transfer of control of the underlying license to the customer. Generally, software implementation fees are recognized over the implementation period through an input measure of progress method. Revenue allocated to maintenance and support is recognized ratably over the period covered by the agreements, as passage of time represents a faithful depiction of the transfer of these services. In some cases, software arrangements provide licenses to several software applications that are highly integrated with the implementation services and software updates and cannot function separately. The bundle is a single performance obligation since the individually promised goods and services are not distinct in the context of the contract because the related implementation services significantly modify and customize the software and the updates provided to the integrated software solution are critical to the software’s utility. The related revenue is recognized on a straight-line basis, ratably over the contractual term due to the frequency and criticality of the updates throughout the license period.

Contingent fee services—The Joint Venture provides services to customers in which the transaction price is contingent on future occurrences, such as savings generated or amounts collected on behalf of its customers through the delivery of its services. In some cases, the Joint Venture performs services in advance of invoicing the customer, thereby creating a contract asset. Revenue in these arrangements is estimated and constrained until the Joint Venture determines that it is probable a significant revenue reversal will not occur, and variable consideration is allocated to the performance obligation for which the Joint Venture earns a contingent fee.

Perpetual software licenses—The Joint Venture’s perpetual software arrangements provide a license for a customer to use software in perpetuity. Software licenses are typically delivered to the customer with functionality from which the customer can benefit from the license on its own or together with readily available resources. Perpetual software arrangements are recognized at the time of delivery or through an input measure of progress method over the installation period if the arrangements require significant production or modification or customization of the software. Contracts accounted for through an input measure of progress method are generally measured based on the ratio of labor hours incurred to date to total estimated labor hours to be incurred. Software implementation fees are recognized as the work is performed or under the input method for perpetual software. Hardware revenues are generally recognized upon delivery. Maintenance is recognized ratably over the term of the agreement as passage of time represents a faithful depiction of the transfer of these services.

Professional services—The Joint Venture provides training and consulting services to its customers, and the services may be fixed fee or time and materials based. Consulting services that fall outside of the standard implementation services vary depending on the scope and complexity of the service requested by the customer. Consulting services are deemed to be capable of being distinct from other products and services, and the services are satisfied either at a point of time or over time based on delivery. Training services are usually provided as an optional service to enhance the customer’s experience with a software product or provides additional education surrounding the general topic of the solution. Training services are capable of being distinct from other products and services. The Joint Venture treats training services as a distinct performance obligation, and they are satisfied at a point of time.

Transaction processing services—The Joint Venture provides transaction processing (such as claims processing) services to hospitals, pharmacies and health systems via a cloud-based (SaaS) platform. The promised service is to stand ready to process transactions for our customers over the contractual period on an as needed basis. The revenue related to these services is recognized over time as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed. Any fixed annual fees and implementation fees are recognized ratably over the contract period.

Hosted solutions and software as a service (“SaaS”)—The Joint Venture enters into arrangements whereby the Joint Venture provides the customer access to a Joint Venture-owned software solution, which are generally marketed under annual and multi-year arrangements. The customer is only provided “access” (not a license) to the software application. In these arrangements, the customer does not purchase equipment nor does the customer take physical possession of the software. The related revenue is recognized ratably over the contracted term. For fixed fee arrangements, revenue recognition begins after set-up and implementation are complete. For per-transaction fee arrangements, revenue is recognized as transactions are processed beginning on the service start date.

Contract Balances

The Joint Venture's payment terms vary by customer and product type. For certain products or services, the Joint Venture requires upfront payments before control of the product or service has transferred to the customer. For other products and services, the Joint Venture invoices the customer in arrears after providing the products or services. In addition, for certain contingent fee services, customers are billed in arrears, typically based upon a percentage of collections the Joint Venture makes on the customer's behalf.

Under the new revenue standard, the Joint Venture generally recognizes a contract asset when revenue is recognized in advance of invoicing on a customer contract, unless the right to payment for that revenue is unconditional (i.e. requiring no further performance and only the passage of time). If a right to payment is determined to meet the criteria to be considered 'unconditional', then the Joint Venture will recognize a receivable.

There were no impairment losses recognized on accounts receivable or contract assets during the three and six months ended September 30, 2019.

The Joint Venture records deferred revenues when billings or payments are received from customers in advance of its performance. Deferred revenue is generally recognized when transfer of control to customers occurs. The deferred revenue balance is driven by multiple factors, including the frequency of renewals, invoice timing, and invoice duration. As of September 30, 2019, the Joint Venture expects 94% of the deferred revenue balance to be recognized in one year or less, and approximately \$328,000 of the beginning period balance was recognized during the first six months of fiscal 2020.

Costs to Obtain or Fulfill a Contract

Sales commissions and certain other incentive payments (e.g., bonuses that are contingent solely on obtaining a contract or a pool of contracts) earned by the Joint Venture's sales organization are capitalized as incremental costs to obtain a contract. The Joint Venture typically does not offer commissions on contract renewals. Decremental commissions upon renewal (i.e., non-commensurate with initial commissions) are offered to the Joint Venture's sales associates for certain customers and are not material. Under ASC 606, all commissions and other qualifying incentive payments capitalized are amortized over an expected period of benefit defined as the initial contract term plus anticipated renewals. In contrast, under ASC 605 these capitalized costs were amortized over the specific revenue contract terms, which are typically 12 to 60 months. In making the significant judgment in determining the appropriate period of benefit, the Joint Venture evaluated both qualitative and quantitative factors such as the expected customer relationship period and technology obsolescence. In addition, prior to solution go-live, the Joint Venture incurs certain contract fulfillment costs primarily related to SaaS setup for our clients. These costs are capitalized to the extent they are directly related to a contract, are recoverable, and create a resource used to deliver the Joint Venture's SaaS services. Capitalized costs to fulfill a contract are amortized over the expected period of benefit.

At September 30, 2019, the Joint Venture had capitalized costs to obtain a contract of \$12,407 in prepaid and other current assets and \$67,426 in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$5,098 and \$9,207 of amortization expense related to such capitalized costs, respectively, which is included in the total operating expenses. At September 30, 2019, the Joint Venture had capitalized costs to fulfill a contract of \$1,383 in prepaid and other current assets and \$8,571 in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized \$313 and \$609 of amortization expense, respectively, related to such capitalized costs, which is included in cost of operations.

Postage Revenues

Postage revenues are the result of providing delivery services to customers in the Joint Venture's payment and communication solutions. Postage revenues are generally billed as a pass-through cost to the Joint Venture's customers. The service is part of a combined performance obligation with the printing and handling services provided to the customer because the postage services are not distinct within the context of the contract. The Joint Venture presents Postage Revenue separately from Solutions Revenue on the consolidated statements of operation as it makes the financial statements more informative for the users. The revenue related to the combined performance obligation of the postage, printing, and handling service is recognized as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed.

Arrangements with Multiple Performance Obligations

The Joint Venture engages in customer arrangements which may include multiple performance obligations, such as any combination of software, hardware, implementation, SaaS-based offerings, consulting services, or maintenance services. For such arrangements, the Joint Venture allocates revenues to each performance obligation on a relative standalone selling price basis. A performance obligation's standalone selling price is determined based on the directly observable prices charged to customers, when available or estimated using other methods such as the adjusted market assessment approach, the expected cost plus a margin approach, or other approaches in cases where distinct performance obligations are not sold separately but instead sold at a bundled price. For performance obligations with historical pricing that is highly variable, the residual approach is used. Such instances primarily relate to the Joint Venture's perpetual software arrangements in which the Joint Venture sells the same products to different customers for a broad range of amounts.

Remaining Performance Obligations

The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) for executed contracts includes deferred revenue and other revenue yet to be recognized from non-cancellable contracts. As of September 30, 2019, the Joint Venture's total remaining performance obligations approximated \$1,347,000, of which approximately 52% is expected to be recognized over the next twelve months, and the remaining 48% thereafter.

In this balance, the Joint Venture does not include the value of unsatisfied performance obligations related to those contracts for which it recognizes revenue at the amount for which it has the right to invoice for services performed. Additionally, this balance does not include revenue related to performance obligations that are part of a contract with an original expected duration of one year or less. Lastly, this balance does not include variable consideration allocated to the individual goods or services in a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. Examples includes variable fees associated with transaction processing and contingent fee services.

Disaggregated Revenue

The Joint Venture disaggregates the revenue from contracts with customers by operating segment as it believes doing so best depicts how the nature, amount, timing and uncertainty of the Joint Venture's revenue are affected by economic factors. See Note 9, *Segment Reporting* for the total revenue disaggregated by operating segment for the three and six months ended September 30, 2019 and 2018.

The Joint Venture's total revenue by disaggregated revenue source was generally consistent for each reportable segment for the three and six months ended September 30, 2019 and 2018.

Customer Incentives

Certain customers, which include the Joint Venture's channel partners, may receive cash-based incentives or rebates based on actual sales and achievement of a cumulative level of sales, which are accounted for as variable consideration. The Joint Venture considers these amounts to be consideration payable to the customer, and therefore, the Joint Venture estimates these amounts based on the expected amount to be provided to customers and reduces the transaction price accordingly.

Practical Expedients and Exemptions

The Joint Venture has elected to utilize either the right to invoice practical expedient or the series-based variable consideration allocation framework for most transaction processing services not subject to contingencies. The Joint Venture also has elected to exclude sales taxes and other similar taxes from the measurement of the transaction price in contracts with customers. Therefore, revenue is recognized net of such taxes.

In certain customer arrangements with customers, the Joint Venture determined there are certain promised goods or services which are immaterial in the context of the contract from both a quantitative and qualitative perspective, and therefore, the goods and services are disregarded when assessing the performance obligations in the customer arrangement.

The Joint Venture has elected to apply the significant financing practical expedient, and as a result, the Joint Venture will not adjust the promised amount of consideration in a customer contract for the effects of a significant financing component when the period of time between when the Joint Venture transfers a promised good or service to a customer and when the customer pays for the good or service will be one year or less.

4. Interest Rate Cap Agreements

Risk Management Objective of Using Derivatives

The Joint Venture is exposed to certain risks arising from both its business operations and economic conditions. The Joint Venture principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Joint Venture manages economic risks, including interest rate, liquidity and credit risk, primarily by managing the amount, sources and duration of its debt funding and the use of derivative financial instruments. Specifically, the Joint Venture enters into derivative financial instruments to manage differences in the amount, timing and duration of the Joint Venture's known or expected cash receipts and its known or expected cash payments principally related to the Joint Venture's borrowings.

Cash Flow Hedges of Interest Rate Risk

The Joint Venture's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Joint Venture primarily uses interest rate cap agreements as part of its interest rate risk management strategy.

In March 2016 and 2017, Legacy CHC and the Joint Venture, respectively, executed annuitized interest rate cap agreements with a combined notional amount of \$650,000 and \$750,000, respectively, to limit the exposure of the variable component of interest rates under the then existing term loan facility or future variable rate indebtedness, each beginning in March 2017 and expiring in March 2020.

In August 2018, the Joint Venture executed additional annuitized interest rate cap agreements with notional amounts of \$500,000 and \$1,500,000, respectively, to limit the exposure of the variable component of interest rates under the term loan facility or future variable rate indebtedness to a maximum of 1.0%. The \$500,000 interest rate cap agreement began effective August 31, 2018 and expires March 31, 2020. The \$1,500,000 interest rate cap agreement begins effective March 31, 2020 and expires December 31, 2021.

As of September 30, 2019, each of the Joint Venture's outstanding interest rate cap agreements was designated as a cash flow hedge of interest rate risk and was determined to be highly effective.

Following the adoption of ASU 2017-12, all changes in the fair value of derivatives designated and that qualify as cash flow hedges are recorded in accumulated other comprehensive income and are subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on the Joint Venture's variable-rate debt. During the twelve months subsequent to September 30, 2019, the Joint Venture estimates that \$16,009 will be reclassified as an increase to interest expense.

The following table summarizes the fair value of the Joint Venture's derivative instruments at September 30, 2019 and March 31, 2019:

Derivative financial instruments designated as hedging instruments:	Fair Values of Derivative Financial Instruments		
	Balance Sheet Location	September 30, 2019	March 31, 2019
Interest rate cap agreements	Prepaid and other current assets	\$ 731	\$ 8,766
Interest rate cap agreements	Accrued expenses	(11,629)	(2,160)
Interest rate cap agreements	Other long-term liabilities	(23,066)	(16,846)
		<u>\$ (33,964)</u>	<u>\$ (10,240)</u>

Tabular Disclosure of the Effect of Derivative Instruments on the Statement of Operations

The effect of the derivative instruments on the accompanying condensed consolidated statements of operations for the three and six months ended September 30, 2019 and 2018 is summarized in the following table:

	Three Months Ended September 30, 2019	Three Months Ended September 30, 2018	Six Months Ended September 30, 2019	Six Months Ended September 30, 2018
Derivative financial instruments in cash flow hedging relationships:				
Gain/ (loss) related to effective portion of derivative financial instruments recognized in other comprehensive income (loss)	\$ (3,635)	\$ 6,218	\$ (20,686)	\$ 11,868
Gain/ (loss) related to portion of derivative financial instruments reclassified from accumulated other comprehensive income (loss) to interest expense	\$ 479	\$ 1,293	\$ (568)	\$ 2,705

Credit Risk-related Contingent Features

The Joint Venture has agreements with each of its derivative counterparties providing that if the Joint Venture defaults on any of its indebtedness, including a default where repayment of the indebtedness has not been accelerated by the lender, then the Joint Venture also could be declared in default on its derivative obligations.

As of September 30, 2019, the termination value of derivative financial instruments in a net liability position, which includes accrued interest but excludes any adjustment for nonperformance risk, was \$35,207. If the Joint Venture had breached any of these provisions at September 30, 2019, the Joint Venture could have been required to settle its obligations under the agreements at this termination value. The Joint Venture does not offset any derivative financial instruments, and the derivative financial instruments are not subject to collateral posting requirements.

5. Fair Value Measurements

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Joint Venture's assets and liabilities that are measured at fair value on a recurring basis consist of the Joint Venture's derivative financial instruments and contingent consideration obligations. The tables below summarize these items as of September 30, 2019 and March 31, 2019, aggregated by the level in the fair value hierarchy within which those measurements fall.

Description	Balance at September 30, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate cap agreements	\$ (33,964)	\$ —	\$ (33,964)	\$ —
Contingent consideration obligations	(4,000)	—	—	(4,000)
Total	\$ (37,964)	\$ —	\$ (33,964)	\$ (4,000)

Description	Balance at March 31, 2019	Quoted in Markets Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate cap agreements	\$ (10,240)	\$ —	\$ (10,240)	\$ —
Contingent consideration obligations	(3,091)	—	—	(3,091)
Total	\$ (13,331)	\$ —	\$ (10,240)	\$ (3,091)

The valuation of the Joint Venture's derivative financial instruments is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivative, including the period to maturity, and uses observable market-based inputs, including interest rate curves. The fair value of the interest rate cap agreements is determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments) using the overnight index swap rate as the discount rate.

The Joint Venture incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Joint Venture has considered the impact of netting and any applicable credit enhancements and measures the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Although the Joint Venture has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs to evaluate the likelihood of default by itself and by its counterparties. As of September 30, 2019, the Joint Venture determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Joint Venture determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The valuation of the Joint Venture's contingent consideration obligations was determined using a discounted cash flow method as applied to cash flows determined through a Monte Carlo Simulation. This analysis reflects the contractual terms of the purchase agreements (e.g., minimum and maximum payments, length of earn-out periods, manner of calculating any amounts due, etc.) and utilizes assumptions with regard to future cash flows, probabilities of achieving such future cash flows and a discount rate. Significant increases with respect to assumptions as to future revenue and probabilities of achieving such future revenue would have resulted in a higher fair value measurement while an increase in the discount rate would have resulted in a lower fair value measurement.

The table below presents a reconciliation of the fair value of the liabilities that use significant unobservable inputs (Level 3):

	Three Months Ended September 30, 2019	Three Months Ended September 30, 2018	Six Months Ended September 30, 2019	Six Months Ended September 30, 2018
Balance at beginning of period	\$ (2,300)	\$ (4,172)	\$ (3,091)	\$ (4,000)
Adjustment of provisional amounts	—	—	—	100
Gain/ (loss) included in contingent consideration	(1,700)	72	(909)	(200)
Balance at end of period	<u>\$ (4,000)</u>	<u>\$ (4,100)</u>	<u>\$ (4,000)</u>	<u>\$ (4,100)</u>

Assets and Liabilities Measured at Fair Value upon Initial Recognition

The carrying amount and the estimated fair value of financial instruments held by the Joint Venture at September 30, 2019 and March 31, 2019 were:

	September 30, 2019		March 31, 2019	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Cash and cash equivalents	\$ 72,992	\$ 72,992	\$ 47,718	\$ 47,718
Accounts receivable	\$ 675,306	\$ 675,306	\$ 759,502	\$ 759,502
Senior Credit Facilities (Level 2)	\$3,925,509	\$3,973,284	\$4,804,905	\$4,834,800
Senior Notes (Level 2)	\$ 981,335	\$1,015,000	\$ 979,905	\$ 990,000
Debt component of tangible equity units (Level 2)	\$ 42,069	\$ 43,896	\$ —	\$ —

The carrying amounts of cash equivalents and accounts receivable approximate fair value because of their short-term maturities. The fair value of the Senior Credit Facilities and Senior Notes is based upon market quotes and trades by investors in partial interests of these instruments. The fair value of the debt component of tangible equity units is based on a discounted cash flow analysis.

Investments in Businesses

In December 2018, the Joint Venture purchased \$15,000 of preferred shares of a health care company and \$500 shares in a related company holding certain intellectual property, each of which is classified within Other noncurrent assets, net on the accompanying condensed consolidated balance sheets. Because this investment has no readily determinable fair value, the Joint Venture measures this investment at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. The Joint Venture recognized no changes in the value of this investment during the three and six months ended September 30, 2019.

6. Legal Proceedings

The Joint Venture is subject to various claims with customers and vendors, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of its business.

Government Subpoenas and Investigations

From time to time, the Joint Venture receives subpoenas or requests for information from various government agencies. The Joint Venture generally responds to such subpoenas and requests in a cooperative, thorough and timely manner. These responses sometimes require time and effort and can result in considerable costs being incurred by the Joint Venture. Such subpoenas and requests also can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Joint Venture and other members of the health care industry, as well as to settlements.

Other Matters

Additionally, in the normal course of business, the Joint Venture is involved in various claims and legal proceedings. While the ultimate resolution of ongoing matters has yet to be determined, the Joint Venture does not believe that their outcomes will have a material adverse effect on the Joint Venture's consolidated financial position, results of operations or liquidity.

7. Income Taxes

The Joint Venture is treated as a partnership for income tax purposes and is therefore not subject to U.S. federal income taxes and not subject to most state and local income taxes. Legacy CHC and Change Healthcare Practice Management Solutions, Inc., both wholly owned subsidiaries of the Joint Venture, are subject to U.S. federal, state and local, and non-U.S. corporate income taxes.

The income tax expense for the three months ended September 30, 2019 and income tax benefit for the three months ended September 30, 2018 was \$998 and \$2,119, respectively, which represents an effective tax rate of 115.0% and (1.9%), respectively. The income tax expense for the six months ended September 30, 2019 and income tax benefit for the six months ended September 30, 2018 was \$2,563 and \$2,228, respectively, which represents an effective tax rate of 3.4% and (1.8%), respectively.

Fluctuations in the Joint Venture's reported income tax rates are primarily due to the earnings from partnerships that are passed through to the Members for which the Joint Venture is not subject to tax and benefits recognized as a result of certain incentive tax credits resulting from research and experimental expenditures in both the US and Canada.

8. Tax Receivable Agreement Obligations to Related Parties

Upon the consummation of the Transactions, the Joint Venture assumed obligations related to certain tax receivable agreements (collectively, the "Tax Receivable Agreements") with its current and former owners. Because the assets and obligations of the predecessor businesses were contributed to the Joint Venture at their historical carrying values, these Tax Receivable Agreements are subject to differing accounting models as explained below.

2009—2011 Tax Receivable Agreements

Under the 2009—2011 Tax Receivable Agreements assumed by the Joint Venture in connection with the Transactions, the Joint Venture is obligated to make payments to certain of the former Legacy CHC stockholders, equal to 85% of the applicable cash savings that the Joint Venture expects to realize as a result of tax attributes arising from certain previous transactions. As a result of the covered change of control with respect to the Tax Receivable Agreements that occurred in connection with the Transactions, payments the Joint Venture makes under the 2009—2011 Tax Receivable Agreements are required to be calculated using certain valuation assumptions, including that the Joint Venture will have sufficient taxable income to use the applicable tax attributes and that certain of such tax attributes will be used by the Joint Venture on a pro rata basis from the date of the Transactions (or in certain cases from the date of certain previous transactions) through the expiration of the applicable tax attribute. Because the 2009—2011 Tax Receivable Agreements were previously subject to fair value measurement in connection with a prior business combination transaction, it is recognized at its initial fair value plus recognized accretion to date.

2017 Tax Receivable Agreement

The 2017 Tax Receivable Agreement generally provides for the payment by Change Healthcare Performance, Inc. (a wholly owned subsidiary of the Joint Venture) to affiliates of Blackstone, Hellman & Friedman of 85% of the net cash tax savings realized (or, in certain circumstances, deemed to be realized) in periods ending on or after the Transactions as a result of certain net operating losses and certain other tax attributes of Change Healthcare Performance, Inc. as of the date of the Transactions. The 2017 Tax Receivable Agreement is considered a loss contingency under FASB ASC Topic 450 and is reflected on the accompanying condensed consolidated balance sheet at the amount that is both probable and reasonably estimable with future changes in this value being reflected within pretax income or loss.

McKesson Tax Receivable Agreement

The McKesson Tax Receivable Agreement generally requires payment to affiliates of McKesson (the “McKesson TRA Parties”) of 85% of certain cash tax savings realized (or, in certain circumstances, deemed to be realized) by Change Healthcare Performance, Inc. in periods ending on or after the date on which McKesson ceases to own at least 20% of the Joint Venture as a result of (i) certain amortizable tax basis in assets transferred to Joint Venture at the closing of the Transactions and (ii) imputed interest deductions and certain other tax attributes arising from payments under the McKesson Tax Receivable Agreement. Because payments under the McKesson Tax Receivable Agreement are contingent upon McKesson’s ceasing to own at least 20% of the Joint Venture and such an event was not probable at inception of the McKesson Tax Receivable Agreement or as of September 30, 2019, no related obligation has been reflected on the accompanying condensed consolidated balance sheet.

Based on facts and circumstances at September 30, 2019, the Joint Venture estimates the aggregate payments due under these Tax Receivable Agreements to be as follows:

	2009 - 2011 Tax Receivable Agreements	2017 Tax Receivable Agreement	Total
2020 (remainder)	\$ —	\$ —	\$ —
2021	18,703	1,179	19,882
2022	19,756	1,179	20,935
2023	19,826	41,330	61,156
2024	19,096	19,650	38,746
Thereafter	119,498	52,393	171,891
Gross expected payments	196,879	115,731	312,610
Less: Amounts representing discount	(92,852)	—	(92,852)
Total tax receivable agreement obligations due to related parties	104,027	115,731	219,758
Less: Current portion due (included in due to related parties, net)	(18,703)	(1,179)	(19,882)
Tax receivable agreement long-term obligations due to related parties	<u>\$ 85,324</u>	<u>\$ 114,552</u>	<u>\$ 199,876</u>

The timing and/or amount of aggregate payments due may vary based on a number of factors, including the amount of net operating losses and income tax rates.

9. Segment Reporting

Management views the Joint Venture's operating results based on three reportable segments: (a) Software and Analytics, (b) Network Solutions and (c) Technology-enabled Services. The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies in Note 2 to the Joint Venture's audited consolidated financial statements for the year ended March 31, 2019.

In April 2019, the Joint Venture made certain changes in the way that it manages its business and allocates costs. Specifically, the Joint Venture made the following changes during the period:

- Moved its consumer payments solution from the Network Solutions reportable segment to the Technology-enabled Services reportable segment.
- Moved its consumer engagement solutions from the Software and Analytics reportable segment to the Network Solutions reportable segment.
- Made certain changes in the way that costs are assigned to the reportable segments.

The presentation in the tables that follow has been retrospectively adjusted to reflect the above described changes. The retrospective reclassifications resulted in an impact to revenue and Adjusted EBITDA of less than 2% for each reportable segment.

Software and Analytics

The Software and Analytics segment provides solutions for revenue cycle management, provider network management, payment accuracy, value-based payments, clinical decision support, consumer engagement, risk adjustment and quality performance, and imaging and clinical workflow.

Network Solutions

The Network Solutions segment provides solutions for financial, administrative and clinical transactions, electronic payments and aggregation and analytics of clinical and financial data.

Technology-enabled Services

The Technology-enabled Services segment provides solutions for revenue cycle and practice management, value-based care enablement, communications and payments, pharmacy benefits administration and consulting.

Corporate and Eliminations

Inter-segment revenue and expenses primarily represent claims management and payment and communication solutions provided between segments.

Corporate and eliminations includes pass-through postage costs, management, administrative and certain other shared corporate services costs that are not allocated to the respective reportable segments, as well as eliminations to remove inter-segment revenue and expenses and consolidating adjustments to classify certain rebates paid to channel partners as a reduction of revenue. These administrative costs are excluded from the adjusted EBITDA measure for each respective reportable segment.

Listed below are the revenue and adjusted EBITDA for each of the reportable segments for the three and six months ended September 30, 2019 and 2018. This information is reflected in the manner utilized by management to make operating decisions, assess performance and allocate resources. Such amounts include allocations of corporate shared services functions that are essential to the core operations of the reportable segments such as information technology, operations and product development functions. Segment assets and related depreciation expenses are not presented to management for purposes of operational decision making, and therefore are not included in the accompanying tables.

Three Months Ended September 30, 2019

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 375,789	\$ 124,368	\$ 243,685	\$ (5,141)	\$ 738,701
Postage revenue	—	—	—	57,110	57,110
Inter-segment revenue	339	19,908	439	(20,686)	—
Net revenue	<u>\$ 376,128</u>	<u>\$ 144,276</u>	<u>\$ 244,124</u>	<u>\$ 31,283</u>	<u>\$ 795,811</u>
Adjusted EBITDA	<u>\$ 140,078</u>	<u>\$ 86,500</u>	<u>\$ 44,841</u>	<u>\$ (53,726)</u>	<u>\$ 217,693</u>
Equity compensation					9,345
Acquisition accounting adjustments					553
Acquisition and divestiture-related costs					414
Integration and related costs					19,781
Management fees and related costs					2,413
Strategic initiatives, duplicative and transition costs					6,120
Severance costs					2,929
Accretion and changes in estimate with related parties, net					3,214
Impairment of long-lived assets and other exit related costs					—
Contingent consideration					1,700
Loss on Extinguishment of Debt					16,900
Other non-routine, net					2,858
EBITDA Adjustments					<u>66,227</u>
EBITDA					151,466
Interest expense					69,901
Depreciation and amortization					77,448
Amortization of capitalized software developed for sale					3,249
Income (loss) before income tax provision (benefit)					<u>\$ 868</u>

Six Months Ended September 30, 2019

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 812,904	\$ 246,121	\$ 487,293	\$ (10,545)	\$ 1,535,773
Postage revenue	—	—	—	115,594	115,594
Inter-segment revenue	568	39,767	821	(41,156)	—
Net revenue	<u>\$ 813,472</u>	<u>\$ 285,888</u>	<u>\$ 488,114</u>	<u>\$ 63,893</u>	<u>\$ 1,651,367</u>
Adjusted EBITDA	<u>\$ 342,393</u>	<u>\$ 171,472</u>	<u>\$ 89,992</u>	<u>\$ (105,108)</u>	<u>\$ 498,749</u>
Equity compensation					15,207
Acquisition accounting adjustments					927
Acquisition and divestiture-related costs					1,073
Integration and related costs					45,507
Management fees and related costs					5,060
Strategic initiatives, duplicative and transition costs					9,688
Severance costs					10,099
Accretion and changes in estimate with related parties, net					7,094
Impairment of long-lived assets and other exit related costs					(840)
Contingent consideration					909
Loss on Extinguishment of Debt					16,900
Other non-routine, net					4,008
EBITDA Adjustments					<u>115,632</u>
EBITDA					383,117
Interest expense					153,307
Depreciation and amortization					148,764
Amortization of capitalized software developed for sale					6,698
Income (loss) before income tax provision (benefit)					<u>\$ 74,348</u>

Three Months Ended September 30, 2018

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 379,998	\$ 121,302	\$ 242,408	\$ (5,922)	\$ 737,786
Postage revenue	—	—	—	62,404	62,404
Inter-segment revenue	3,512	15,020	935	(19,467)	—
Net revenue	<u>\$ 383,510</u>	<u>\$ 136,322</u>	<u>\$ 243,343</u>	<u>\$ 37,015</u>	<u>\$ 800,190</u>
Adjusted EBITDA	<u>\$ 139,419</u>	<u>\$ 83,612</u>	<u>\$ 39,181</u>	<u>\$ (46,261)</u>	<u>\$ 215,951</u>
Equity compensation					2,959
Acquisition accounting adjustments					555
Acquisition and divestiture-related costs					3,319
Integration and related costs					26,291
Strategic initiatives, duplicative and transition costs					8,348
Severance costs					2,339
Costs related to recently issued accounting standards					1,772
Accretion and changes in estimate with related parties, net					5,932
Management fees and related costs					2,607
Impairment of long-lived assets and other exit related costs					2,343
Gain on Sale of extended care business					(111,392)
Contingent consideration					—
Other non-routine, net					<u>6,004</u>
EBITDA Adjustments					<u>(48,923)</u>
EBITDA					264,874
Interest expense					80,677
Depreciation and amortization					69,258
Amortization of capitalized software developed for sale					<u>3,618</u>
Income (loss) before income tax provision (benefit)					<u>\$ 111,321</u>

Six Months Ended September 30, 2018

	Software and Analytics	Network Solutions	Technology- enabled Services	Corporate and Eliminations	Consolidated
Revenue from external customers:					
Solutions revenue	\$ 772,826	\$ 241,892	\$ 491,436	\$ (10,663)	\$ 1,495,491
Postage revenue	—	—	—	127,962	127,962
Inter-segment revenue	7,086	31,033	1,902	(40,021)	—
Net revenue	<u>\$ 779,912</u>	<u>\$ 272,925</u>	<u>\$ 493,338</u>	<u>\$ 77,278</u>	<u>\$ 1,623,453</u>
Adjusted EBITDA	<u>\$ 282,056</u>	<u>\$ 165,849</u>	<u>\$ 89,154</u>	<u>\$ (93,318)</u>	<u>\$ 443,741</u>
Equity compensation					8,259
Acquisition accounting adjustments					2,540
Acquisition and divestiture-related costs					7,507
Integration and related costs					47,242
Strategic initiatives, duplicative and transition costs					19,122
Severance costs					10,015
Costs related to recently issued accounting standards					5,513
Accretion and changes in estimate with related parties, net					9,756
Management fees and related costs					5,284
Impairment of long-lived assets and other exit related costs					3,360
Gain on Sale of extended care business					(111,392)
Contingent consideration					272
Other non-routine, net					8,156
EBITDA Adjustments					<u>15,634</u>
EBITDA					428,107
Interest expense					159,226
Depreciation and amortization					137,785
Amortization of capitalized software developed for sale					7,378
Income (loss) before income tax provision (benefit)					<u>\$ 123,718</u>

10. Accumulated Other Comprehensive Income (Loss)

The following is a summary of the accumulated other comprehensive income (loss) balances, net of taxes, and related changes for each of the quarterly periods in the three and six months ended September 30, 2019 and 2018.

	Foreign Currency Translation Adjustment	Cash Flow Hedge	Accumulated Other Comprehensive Income (Loss)
Balance at March 31, 2018	\$ (14,823)	\$ 6,218	\$ (8,605)
Cumulative effect of accounting change	—	1,633	1,633
Change associated with foreign currency translation	(8,638)	—	(8,638)
Change associated with current period hedging	—	4,016	4,016
Reclassification into earnings	—	(1,412)	(1,412)
Balance at June 30, 2018	\$ (23,461)	\$ 10,455	\$ (13,006)
Cumulative effect of accounting change	—	—	—
Change associated with foreign currency translation	1,886	—	1,886
Change associated with current period hedging	—	6,218	6,218
Reclassification into earnings	—	(1,293)	(1,293)
Balance at September 30, 2018	\$ (21,575)	\$ 15,380	\$ (6,195)
Balance at March 31, 2019	\$ (24,263)	\$ (10,769)	\$ (35,032)
Reclassification of stranded tax effects as a result of the Tax Legislation	—	(1,406)	(1,406)
Change associated with foreign currency translation	756	—	756
Change associated with current period hedging	—	(17,051)	(17,051)
Reclassification into earnings	—	(1,047)	(1,047)
Balance at June 30, 2019	\$ (23,507)	\$ (30,273)	\$ (53,780)
Change associated with foreign currency translation	3,812	—	3,812
Change associated with current period hedging	—	(3,635)	(3,635)
Reclassification into earnings	—	479	479
Balance at September 30, 2019	\$ (19,695)	\$ (33,429)	\$ (53,124)

11. Equity Based Compensation

Following Change Healthcare Inc.'s initial public offering, Change Healthcare Inc. adopted the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which 25.0 million shares of the Change Healthcare Inc.'s stock have been reserved for issuance to employees, directors and consultants of Change Healthcare Inc., the Joint Venture and its affiliates.

In connection with the Omnibus Incentive Plan, Change Healthcare Inc., during the three months ended September 30, 2019, granted to the Joint Venture's employees and directors one or a combination of time-vesting restricted stock units (RSUs), time-vesting deferred stock units, performance stock units, and cash settled restricted stock units under vesting terms that generally vary from one to four years from the date of grant. Each of these instruments are described below.

Restricted Stock Units ("RSUs")—Change Healthcare Inc. granted 4,436,758 RSUs during the three months ended September 30, 2019. The RSUs are subject to either a graded vesting schedule over four years or a one or four year cliff vesting schedule, depending on the terms of the specific award. Upon vesting, the RSUs are exchanged for shares of the Change Healthcare Inc.'s common stock.

Performance Stock Units ("PSUs")—Change Healthcare Inc. granted 1,079,621 PSUs during the three months ended September 30, 2019. The PSUs consist of two tranches, one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Revenue growth rate over a three year period in comparison to a target percentage and one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Adjusted EBITDA growth rate over a three year period in comparison to a target percentage. The awards earned upon satisfaction of the performance conditions become vested on the fourth anniversary of the vesting commencement date of the award (i.e. continued service is required beyond the satisfaction of the performance condition prior to vesting). The Joint Venture recognizes compensation expense for the PSUs based on the number of awards that are considered probable to vest. Recognition of expense is based on the probability of achievement of performance targets and is periodically reevaluated.

Cash Settled Restricted Stock Units ("CSRSUs")—Change Healthcare Inc. granted 597,006 CSRSUs during the three months ended September 30, 2019. The CSRSUs are expected to vest ratably over three years. Upon vesting, however, Change Healthcare Inc. is required to pay cash in settlement of such CSRSUs based on their fair value at the date such CSRSUs vest.

Deferred Stock Units ("DSUs")—Change Healthcare Inc. granted 45,704 DSUs during the three months ended September 30, 2019. The DSUs vest 100% upon the one-year anniversary of the date of grant. Unlike the RSUs, however, the DSUs are exchanged for shares of the Change Healthcare Inc.'s common stock only following the participant's separation from service.

During the three and six months ended September 30, the Joint Venture recognized compensation expense of \$6,096 related to awards granted under the 2019 Plan. At September 30, 2019, aggregate unrecognized compensation expense of the Joint Venture related to awards granted under the 2019 Plan was \$87,211.

12. Tangible Equity Units

In July 2019, Change Healthcare Inc. completed its offering of 5,750,000 TEUs. Each TEU, which had a stated amount of \$50, was comprised of a prepaid stock purchase contract and a senior amortizing note due June 30, 2022. Change Healthcare Inc. allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. Change Healthcare Inc. invested the net proceeds of each in a unit purchase contract and a debt instrument of the Joint Venture on terms that substantially mirror the economics of the TEUs, resulting in net proceeds to the Joint Venture of \$276,633 after consideration of underwriting discounts and third party costs that were allocated between the unit purchase contract and debt instrument consistent with the allocation utilized by Change Healthcare Inc. Under these mirrored arrangements, the Joint Venture is required to make cash payments or to transfer LLC Units to Change Healthcare Inc. concurrent with any cash payments or issuance of shares by Change Healthcare Inc. pursuant to the terms of its TEUs.

With respect to the mirrored debt arrangement, the Joint Venture agreed to pay Change Healthcare Inc. an aggregate principal amount of \$47,367 in quarterly installments of principal and interest (5.5% per year) on March 30, June 30, September 30, and December 30 of each year through June 30, 2022. Such amounts have been classified with debt on the accompanying consolidated balance sheets.

With respect to the mirrored unit purchase contract, the Joint Venture agreed to issue LLC Units to Change Healthcare Inc. in an amount equal to the number of shares of common stock issued by Change Healthcare Inc. to holders of its purchase contract and at the time of delivery of such common stock to such holders. Such amounts have been classified within Member's deficit on the accompanying consolidated balance sheets.

Because the economics of the unit purchase contract are intended to mirror the purchase contracts issued by Change Healthcare Inc., the Joint Venture expects to deliver between 18,429,325 LLC Units and 22,115,075 LLC Units, subject to adjustment, based on the Applicable Market Value (as defined below) of Change Healthcare Inc.'s common stock as described below:

- If the Applicable Market Value of Change Healthcare Inc.'s common stock is greater than \$15.60 per share, holders will receive 3.2051 shares of common stock per purchase contract and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.
- If the Applicable Market Value is less than or equal to \$15.60 per share but greater than or equal to \$13.00 per share, the holder will receive a number of shares of the Company's common stock per purchase contract equal to \$50, divided by the Applicable Market Value and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.; and
- If the Applicable Market Value is less than \$13.00 per share, the holder will receive 3.8461 shares of common stock per purchase contract and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of the Company's common stock over the twenty consecutive trading day period immediately preceding the balance sheet date, or June 30, 2022, for settlement of the stock purchase contracts.

The unit purchase contract has a dilutive effect on the Change Healthcare Inc.'s net income (loss) per unit. The 18,429,325 minimum LLC Units to be issued are included in the calculation of basic net income (loss) per unit. The difference between the minimum LLC Units and the maximum LLC Units are potentially dilutive securities, and accordingly, will be included in the Joint Venture's diluted net income (loss) per unit on a pro rata basis to the extent the Applicable Market Value is higher than \$13.00 but is less than \$15.60 at period end.

13. Net Income (Loss) per Common Unit

The following table sets forth the computation of basic and diluted net income (loss) per common unit:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2019	2018	2019	2018
Basic net income per common unit:				
Numerator:				
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Denominator:				
Weighted average common units outstanding	299,789,703	251,501,744	275,892,383	251,550,892
Minimum units issuable under purchase contracts	18,429,325	—	9,214,663	—
	<u>318,219,028</u>	<u>251,501,744</u>	<u>285,107,046</u>	<u>251,550,892</u>
Basic net income (loss) per common unit	<u>\$ —</u>	<u>\$ 0.45</u>	<u>\$ 0.25</u>	<u>\$ 0.50</u>
Diluted net income per common unit:				
Numerator:				
Net income (loss)	\$ (130)	\$ 113,440	\$ 71,785	\$ 125,946
Denominator:				
Number of shares used in basic computation	318,219,028	251,501,744	285,107,046	251,550,892
Weighted average effect of dilutive securities				
Add:				
Dilutive units issuable under unit purchase contracts	3,685,750	—	1,842,875	—
Reimbursement units issuable to Change Healthcare Inc.	2,065,255	1,832,196	1,859,929	1,839,878
	<u>323,970,033</u>	<u>253,333,940</u>	<u>288,809,850</u>	<u>253,390,770</u>
Diluted net income (loss) per common unit	<u>\$ —</u>	<u>\$ 0.45</u>	<u>\$ 0.25</u>	<u>\$ 0.50</u>

14. Asset Held for Sale

During the three months ended September 30, 2019, the Joint Venture committed to a plan to sell its Alpharetta, GA office property in an effort to reduce its real estate footprint. The Joint Venture expects to complete a sale of the property during its fiscal third quarter and recognize an immaterial gain on sale. As of September 30, 2019, the property had a carrying value of \$29,562. As a result of this contemplated sale transaction, the Joint Venture has classified the property as an asset held for sale on the accompanying condensed consolidated balance sheet at September 30, 2019.

15. Subsequent Events*Agreement to Sell Office Building*

In October 2019, the Joint Venture executed an agreement for the sale of its Alpharetta, GA office property for proceeds of approximately \$31,500. The sale is expected to be completed during the third quarter of the Joint Venture's fiscal year. The Joint Venture expects to recognize a gain of an immaterial amount as a result of this sale.

The Joint Venture has evaluated subsequent events through November 14, 2019, the date the financial statements were available to be issued.



Officers of Change Healthcare Technology Enabled Services

Change Healthcare Officers		
Officer	Title	Address
Neil E. de Crescenzo	President and Chief Executive Officer	3055 Lebanon Pike, Suite 1000 Nashville, TN 37214
Thomas Laur	Vice President	275 Grove Street, Suite I-310 Newton, MA 02466
Dennis Robbins	Vice President, Finance	3055 Lebanon Pike, Suite 1000 Nashville, TN 37214
Derrick Kirkwood	Vice President, Tax	3055 Lebanon Pike, Suite 1000 Nashville, TN 37214
Loretta Cecil	Secretary	5995 Windward Parkway Alpharetta, GA 30005
Carrie Ratliff	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305
Joe Ashkouti	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Change Healthcare Technology Enabled Services LLC

Address: 3055 Lebanon Pike

City: Nashville State: TN Zip Code: 37214

2. Entity's Vendor Identification Number: 581953146

3. Type of Business: Ltd. Liability Co (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):

2 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

On June 27, 2019, Change Healthcare became a public company. Information related to this request is in the process of being updated. To check information on our financials, please visit the Financials link on our website: <https://ir.changehealthcare.com/financial-information>.

No shareholders, members, or partners have been attached to this form.

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.

Change Healthcare Technology Enabled Services LLC is a subsidiary of Change Healthcare, LLC.

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.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

--

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.

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Dated: 01/02/2020 01:41:07 PM

Title: Chief Commercial Officer, TES

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



Officers of Change Healthcare Technology Enabled Services

Change Healthcare Officers	
Officer	Title
Neil E. de Crescenzo	President and Chief Executive Officer
Thomas Laur	Vice President
Dennis Robbins	Vice President, Finance
Derrick Kirkwood	Vice President, Tax
Loretta Cecil	Secretary
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Joe Ashkouti	Assistant Secretary	3535 Piedmont Road Building 14 Suite 600 Atlanta, GA 30305

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11550 (the "Department") and (ii) Change Healthcare Technology Enabled Services, LLC, having its principal office at 5995 Windward Parkway, Alpharetta, Georgia 30005 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

^{CR}/_{MAC} 1. Term. This Agreement shall commence on March 30, 2020, or the date the Agreement is executed by the County, whichever is later, and terminate five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. Generally. The services to be provided by the Contractor under this Agreement shall consist of the recording and transmission of pre-hospital care reports ("PCR"), and billing and fee collection services for the Department's ambulance bureau ("Services"). Such Services, set forth below, are further described in the Contractor's Proposal incorporated herein by reference and attached hereto as Exhibit A. It is expressly understood that due to the experience, knowledge and capability of the current Senior Operations Manager and Supervisor PDCN Ambulance Account (Morris Maybruch and Ashley Peters), they shall be responsible during the Term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval (which may be provided through email) of the Department, which will not be unreasonably withheld or delayed.

(a) Recording and Transmission of Pre-Hospital Care Reports/Computer Hardware and Software Requirements

Electronic Pre-hospital Care Reports (EPCRs) will be entered electronically and managed by the Contractor in a database or similar system allowing the sorting, filtering, and reporting of data. Each EPCR will constitute one patient record and will contain the information required to file the insurance claim. The Contractor agrees to comply with all Federal and New York State HIPAA regulations (Health Insurance Portability and Protection Act 1981) to protect

patient confidentiality.

Data fields may include but not be limited to the following information:

- Patient name, social security number, date of birth, and age
- Dates of ambulance response
- NCPD Communications Bureau computer aided dispatch (CAD) number
- Ambulance call type, treatment and requirements
- Origin and destination of transport
- Patient address and address verification
- Other applicable patient location information
- Patient/ payee payment or collection status
- Timing and amount of payment(s)
- Insurance information
- ICD-10-CM diagnostic code
- CPT code
- Medical Coding

The Contractor shall provide the Department with the technological capabilities for Automated PCR Field Data Entry, which will provide the Department with the ability to collect patient information at the scene of an incident, en route to the hospital and /or while at the hospital. In support thereof the Contractor shall supply approved mobile electronic devices of the Department's choosing for collection of EPCR data. It shall be the responsibility of the Contractor to replace any mobile electronic device that is determined to be irreparable by the Department. This shall be done within 30 days of such request.

Additional items, as outlined below, are either currently in use and supplied by the Contractor, or reflect minimum requirements. All elements are necessary for operational efficiency.

- i. The Contractor shall provide a means to link the EPCR software, the Medical Control radio consoles and the cardiac monitors that are in use by the County. This shall include any hardware and/or software that the County chooses.
- ii. The Contractor shall provide computer software, hardware, peripherals and accessories as needed by the Department, in conformity with such items and materials currently utilized by the Department. The Contractor will be responsible for the cost to integrate the EPCR software with the Department's existing Computer Aided Dispatch ("CAD") system, provided however, that the maximum cost for such integration shall not exceed Twenty-five Thousand Dollars (\$25,000.00). Upgrades and/or expansion of equipment, software, hardware, peripherals and accessory needs as required by the Department will also be responsibility of vendor.
- iii. The Contractor will supply the County with a means to securely destroy any HIPPA related paperwork that in no longer needed to be kept on file. This will include an industrial grade shredder, which the contractor shall supply and maintain, and provision of a quarterly on-site commercial shredding service.
- iv. The Contractor will provide paid subscriptions to all necessary data storage programs to Emergidata, MedMedia's "Webcur", and any other software program in use by the

Department.

- v. The Contractor will provide paid subscriptions to all necessary anti-virus programs, necessary spyware programs, etc. as determined by the Department.
- vi. The Contractor will supply paid subscription and necessary support/hardware and supplies for Lightpath internet for Emergency Ambulance Bureau's (the "Bureau") Billing Office. The Contractor will supply three (3) laptop computers, of the Bureau's specifications, with aircards and associated software/subscriptions for use by EAB Billing Tech Support Team. The Contractor will provide up to 2 additional laptop computers, as needed, in the event of expansion of the Bureau's Tech Support Team. The Contractor will provide for replacement of same, at the Bureau's discretion, after two (2) years.
- vii. The Contractor will supply and support three (3) desktop computers and associated software and hardware of EAB's specifications for administrative use by EAB Billing Office. Associated hardware will include, but not be limited to, two (2) high speed scanners and two (2) high speed printers. Specifications will be determined by the Bureau. The Contractor will provide for replacement of same, at the Bureau's discretion, after two (2) years.
- viii. The Contractor will provide for in-house supply of parts and sundry items for repair and maintenance of mobile electronic devices.
- ix. The Contractor will provide an open credit card account, In the name of the Emergency Ambulance Bureau Commanding Officer, with a pre-set monthly dollar amount, for purchase of said parts and supplies.
- x. The Contractor will maintain an open warranty and repair/replacement contract with computer manufacturer(s) for necessary repairs and/or replacement of computers that cannot be performed in-house.
- xi. To meet performance standards and to be compatible with existing County networks and standards, hardware, software, peripherals and associated service should, meet or exceed the standards. The Contractor must have the ability to meet County network upgrades as necessary.
- xii. Equipment and Software must be maintained and updated with sufficient frequency, subject to a bi-annual review, to remain consistent with industry standards to maximize overall program effectiveness.
- xiii. The Contractor will be required to coordinate with the Information Technology Units of County and the Department to ensure compatibility with existing information technology systems as required.

(b) Medical Coding

The Contractor shall perform medical diagnostic coding using sources recognized as industry standards (e.g., current edition of ICD-10-CM Volume I – Tabular List of Diseases and Injuries, ICD-10-CM Volume 2 – Alphabetical Index of Diseases and Injuries, and the Diagnostic Coding guidelines for Ambulance Services as contained in the Coding Clinic ICD-10-CM Diagnostic and Reporting guidelines for outpatient Services, latest edition, or the new Medical diagnostic codes). Codes will be entered electronically in a manner/format developed by the

Contractor and reasonably approved by the Department. The Contractor will then integrate this information into the patient record database.

All medical coding shall be supervised by a certified coder. The Contractor must have the ability to enter a PCR into the database in the event an EPCR is unable to be uploaded electronically.

(c) Billing Services

Upon receipt of the patient information, the Contractor will use industry best practices to determine the authenticity of the patient's name and address. The release of medical and insurance information required for billing may, but not always be obtained when the EPCR is generated. Therefore, the Contractor will contact the patient to secure all necessary information in order to file a claim with their insurance carrier. The Contractor will also seek to make arrangements with local area hospitals to obtain the patient address and insurance information. The Contractor will determine patient eligibility for Medicare, Medicaid, primary and secondary insurance, if the claim is to be directly paid by the patient, or if the claim is ineligible for billing.

The Contractor will generate all appropriate insurance claims for payment.

All written communications between the contractor and "customers" including patients, other "billed" recipients, and representatives of insurance companies will be subject to the review and approval of the Department. The Contractor shall adhere to the following billing procedure:

- i. Initial statement: Contractor will issue an initial statement for payment to the patient, or if applicable, to the insurance carrier within seven (7) days after receipt of the EPCR. The statement will include but not be limited to the following information: account number; name and address of the patient; date of the statement; date of service; description of the service rendered; name of the hospital receiving the patient, fees for service provided; payment due date; basic information regarding third party reimbursement procedures; telephone number and hours for customer service assistance.
 - a. The statement will include either a separate or perforated return voucher that will include but not be limited to: account number; date of the statement; date of the transport; patient information; return address information (to a County-designated lockbox); payment due date; amount of the bill; statement date; terms of release of medical records. The reverse side of the statement will include an area to allow patients to provide address correction information, insurance information. The Contractor will also be expected to include a return envelope pre-printed with the return address information.
- ii. Second statement: Contractor will issue a statement thirty (30) days after the initial statement if payment, or insurance information is not received by the bank lockbox by the printed due date. This statement will be similar to the original statement and will also indicate that it is a "second statement and may be disregarded" if payment was already remitted.
- iii. Third statement: Contractor will issue a statement sixty (60) days after the initial statement if payment or insurance information is not received by the bank lockbox, but should be "by" the second statement due date. This statement will be similar to prior

statements, and will note, “If payment has been made, disregard the statement”.

- iv. Collection letter: Contractor will issue a “notice to collections” letter, ninety (90) days after the initial statement. This statement will constitute a warning notice to the patient stating that if the patient fails to pay the amount due, or provide insurance information the account will be forwarded for collection activity.
- v. Telephone calls: Contractor will place telephone calls to patients and insurance providers regarding account status if necessary, after the initial statement and subsequent statements are sent.
- vi. Third Party Reimbursements: Contractor will use industry best practices to maximize receipt of legitimate third party reimbursements for Department services, and to assist patients in obtaining such reimbursements with the minimum inconvenience.
- vii. Medicare Claims: Contractor will process all Medicare claims as required by Medicare Law, using current Common Procedural Terminology (CPT) codes for ambulance service, and accepted International Common Diagnostic (ICD-10) codes for emergency ambulance service, for all Medicare claims. Billing of the co-payment and deductible fee to the patient after receipt of payment from Medicare, and secondary insurance if applicable.
- viii. Medicaid Claims: Contractor will process all Medicaid claims as required by New York State law, using current Common Procedural Terminology (CPT) codes for ambulance service, and accepted International Common Diagnostic (ICD-10) codes for emergency ambulance service, for all Medicaid claims.
- ix. Insurance Claims: Contractor will process all insurance claims using Common Procedural Terminology (CPT) codes for emergency ambulance service, and accepted International Common Diagnostic (ICD-10) codes for emergency ambulance service, upon receipt of notice of the appropriate primary insurance (insurance carriers may include Medicare HMO’s or Medicaid HMO’s); use of either paper format or electronic format, as required, for claims; provision of information as required by the insurance company with all applicable supporting documentation; determination of a secondary carrier to be billed for any remaining balances after payment is received from the primary insurance carrier, and if so, generating an insurance claim to the second carrier including all standard company claims information and acceptable proof of payment from the primary carrier; billing of the patient for co-payments or deductibles.
- x. Refunds: Contractor will document overpayments or incorrect payments. Copies of this information will be forwarded monthly within Contractor’s invoice, for the processing of refunds through proper County procedures.
- xi. Returned checks: Contractor will follow up and collect payment for returned checks.
- xii. Claims of Financial Hardship: Contractor will cooperate with the Nassau County Attorney’s Office and the Bureau in the administration of its Financial Assistance Program, as may be amended from time to time. Contractor will be responsible for distributing Financial Assistance applications to patients claiming financial hardship and following up with patients to obtain required documents showing proof of identification, residence, and income. Final determinations of bill reduction and/or settlement shall be

subject to the approval of the Nassau County Attorney's Office.

- xiii. Billing complaints: Contractor to develop and implement standards and procedures to address all billing complaints subject to the approval of County. The Bureau will oversee vendor handling of billing complaints and take appropriate action on an as needed basis.
- xiv. Credit cards: Contractor will accept credit cards as a form of payment for ambulance services using a credit card company approved by the County. The Contractor will be responsible for any processing and/or merchant fees associated with accepting credit cards.
- xv. Collection Accounts: Each month, accounts which are deemed uncollectible will be reported to the County for approval for transfer to a Nassau County collection vendor. Accounts will be "marked" uncollectible if there has been no "activity" for one hundred and twenty (120) days after assignment, when the patient or responsible party cannot be located, or where the Contractor, in the reasonable exercise of his/her judgment deems the account uncollectible.
- xvi. Ethical Standards: The Contractor will use maximum, diligent, and timely billing efforts. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics. The Contractor will comply strictly with any legal requirements or codes of conduct with respect to the collection of debts, communication with debtors made or issued by any governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made. Such requirements will include but will not be limited to the following:
- Fair Debt Collection Practices Act, 15 U.S.C. § 1692
 - New York State Judiciary Law Article 15, § 489
 - New York State General Business Law § 600 and 601
 - New York Executive Law § 63, subchapter 12.
- xvii. Customer Service Via Telephone and Web Site: The Contractor will establish a multi-line telephone inquiry service upon project initiation to handle patient inquiries. The telephone number will be toll-free in New York State. At a minimum, it is expected that the service will be provided between the hours of 8:00 AM to 6:00 PM, Monday through Friday, excluding national holidays, Eastern Standard time, and the Contractor is encouraged to provide additional days and times of service. Answering machines and telephone message services will not be used during the service window period.

The Contractor will use the telephone service for the following functions:

- Process insurance information for patients
- Elicit additional information from patients in order to re-submit claims, which resulted in eligibility denials.
- Voice activated telephone*messaging*will not be permitted
- Respond to correspondence from patients and payers
- Receive and follow up on denials/requests for medical record documentation where appropriate and authorized
- Respond to and resolve all ambulance users' inquires and complaints regarding the billing and collection of ambulance fees in a prompt and

satisfactory manner

The Contractor will answer calls to the service and will attempt to resolve any billing problems or questions. Employees answering calls must be proficient in English, be skilled at navigating Contractor's database to access patient billing information and be capable of resolving billing payment issues.

The Contractor will establish a database to document all calls to the inquiry line, and will track all problems, inquiries, and resolutions. Reports describing this database will be provided to the Department monthly. An interactive call processor or similar system will be used to handle concurrent requests to the system. For ninety percent (90%) or more of all calls, the average delay period from the time the call is received by the system to the time the call is answered by a Contractor representative will not exceed one minute. The call processor will provide periodic prompts and messages during the waiting period, will provide alternative options for each caller and will estimate the wait until the caller is connected with a customer service representative.

- The Contractor will include the establishment of a secure website exclusively for Department billing inquiries and service information.
- The contractor will provide the ability to contact the Contractor using electronic mail.
- The Contractor will coordinate with designated County personnel to establish links to the websites of the County and the Department.

xviii. Contractor Database:

a. The Contractor's information systems will include the following features:

- "Real time," interactive information on all transactions, i.e., data will be posted immediately rather in batches
- Ability to process partial payments
- Ability to process payment adjustments such as returned checks and refunds

b. Access to County data: Access to the County's data stored in the Contractor's database, for any purpose, shall be secured through a password-protected log-on procedure. Each user of the database must have a unique user identification (ID) and password. Only those employees of the Contractor specifically assigned to perform billing and debt collections services for County may be allowed access to the database of the Department's records. Employees of the Department, authorized in writing by the Department shall also be given IDs and passwords that allow authorized inquiry access to Contractors database of patient accounts. The ability to edit database information will also be restricted to individuals designated by the Contractor and the County. Contractor shall notify the County immediately upon discovering any unauthorized access to either the County's data stored in Contractors database and shall provide to the County all relevant available information regarding the unauthorized access; Data may be purged from the live information system and stored on CD-ROM based on age as determined by the Department.

c. Maintenance of Equipment: The Contractor shall maintain and repair all

equipment provided under this Agreement. This equipment including all hardware, software, peripherals and associated service shall, meet or exceed industry standards. Equipment must be maintained and updated with sufficient frequency, subject to annual review, to remain consistent with industry standards and to maximize overall program effectiveness. Equipment shall remain the property of the Contractor. Contractor will be required to coordinate with the data processing units of the County and the Department to ensure appropriate levels of security with existing information technology systems as required. Nothing in this agreement shall prevent the County and the Department from installing additional software onto the computers provided by the Contractor.

(d) General Reporting Requirements

i. Reporting. Contractor shall prepare reports addressing performance under this Agreement in a standard format provided to Contractor by the County. Contractor shall, as requested by the County, aid in the development of these reports. As required by the County, certain reports shall be available in real time via electronics access to Contractor's information systems. Contractor shall prepare other reports in written format on a routine monthly basis; Contractor shall send a dvd-r copy of any report documentation, forms, payments and zero EOB's at the request of the Department.

ii. Monitoring. A Department representative will arrange for monitoring of the Services. The monitor will oversee ongoing quality to ensure that the Contractor is meeting the following levels of performance.

1. all billing information is accurate, complete and reflects the appropriate source of information
2. all required documentation is completed and submitted properly and in a timely manner
3. Medicare, Medicaid, private insurance, worker's compensation insurances, no-fault insurance and patient payments are properly recorded
4. secondary and follow up invoices and correspondence are issued
5. additional carriers are located and billed with proof of primary payment

iii. Auditing. The County, or its designee, and upon reasonable advance written notice, shall conduct a review and audit of the billing process, collection procedures and practices of the Contractor on an annual basis. The audits shall be conducted to verify that submissions for reimbursement comply with all applicable federal health care program statues, regulations, program and carrier directives relating to medical necessity determinations and medical diagnostic coding and to identify any and all instances where claims fail to meet these standards. The audits are intended to ensure that the programs are billed appropriately for services rendered. To the extent that irregularities are uncovered in the course of the review, the nature and cost of the irregularity will be detailed with recommendations for corrective action. County agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Contractor's operations. County will hold all information disclosed by Contractor and the results of any examination or audit in strict confidence and will not disclose such information to a third party unless required by law.

iv. Third-Party Audit by County. County may engage, at its own expense, independent, external, third-party auditors ("Third-Party Auditors") to perform the review and audit as described in (iii) above. Contractor will provide the information that the Third-Party Auditors determine to be reasonably necessary to perform and complete all audit procedures. The Third-

Party Auditors shall execute Contractor's "Confidentiality Agreement", substantially in the form attached hereto as Exhibit B, prior to the start of the audit. County agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Contractor's operations. County will hold all information disclosed by Contractor and the results of any examination or audit in strict confidence and will not disclose such information to a third party unless required by law.

iv. Site inspection. At its sole discretion, the Department reserves the right, on reasonable advance notice, to conduct an inspection of the Contractor's work site and its facilities located in New York State directly involved in the provision of the Services to the Department under this Agreement solely for the purposes of determining compliance with this Agreement and applicable law.

(e) Contractor Compliance and Quality Control

i. The Contractor and its employees shall abide by and conduct themselves in a manner consistent with the Federal, state and local laws. The Contractor shall establish a comprehensive quality control program, including but not limited to the following:

1. An inspection system covering all services furnished by the Contractor;
2. A checklist for use in reviewing and inspecting performance during regularly scheduled or unscheduled inspections. The checklist will include every area of the Contractor's operation including but not limited to the development and maintenance of the database, backup capability, employee background review, training services, billing services, collection services, reporting services, customer services, and the performance of individuals responsible for conducting such review and inspection; and
3. A system for identifying and correcting deficiencies in the quality of services.

(f) Confidentiality

i. The Contractor shall maintain in strict confidence all records, information or data that it prepares, receives, possesses or delivers pursuant to this Agreement ("Confidential Information"). All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by Contractor under the Agreement (such as records or information) shall remain the sole property of the County, will be deemed Confidential Information and will be held in confidence in accordance with the Agreement. All Confidential Information shall not be published, circulated, shared with third parties, or used in any manner by Contractor or its officers, employees, agents or approved subcontractors except as needed to perform Contractor's obligations under this Agreement or to the extent required by law. Confidential Information does not include (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act. A breach of this section shall be deemed a material breach of this Agreement for which County shall terminate this Agreement and exercise any and all remedies available at law and in equity.

ii. The Contractor is fully familiar with the PCR's insofar as they contain Protected Health Information protected by HIPAA and other Federal, state and /or local laws and

regulations. Use and disclosure of Protected Health Information in connection with this Agreement will be governed by the Business Associate Agreement attached as Exhibit C. Medical records and health data, including but not limited to PCR's, medical necessity determinations, and coded forms, shall be transmitted to and from the Contractor in a secure electronic format.

iii. The County reserves any and all other rights and remedies under this Agreement in the event of unauthorized disclosure.

3. Payment. (a) Amount of Consideration. The Contractor shall be compensated upon a percentage of net revenues. Net revenues are defined as the total sum of all monies collected by the Contractor less amounts refunded or credited to a patient or a third-party payor as a result of overpayments, Medicaid payments, erroneous payments or returned checks. The Contractor shall be paid 5.50% of net revenues for the duration of this Agreement. Pursuant to New York State Law, Contractor shall be paid a flat fee of Six Dollars (\$6.00) per Medicaid claim.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. Right to Works and Ownership of Data. (a) Upon execution of this Agreement, any tangible reports, documents, data, designs, drawings photographs and/or any other material provided to County pursuant to the Agreement, and any and all drafts and/or preliminary materials, in any format, to such items, shall become the exclusive property of the County.

Notwithstanding the foregoing, (i) Contractor retains all rights in its intellectual property and trade secrets contained in the materials, and no ownership rights are transferred to County hereunder, and (ii) the parties agree all rights related to de-identification and aggregation of data shall be governed by the BAA.

(b) All original records, accounts receivable data and documentation pertaining to said data is, and shall, remain, the property of the County, and shall be delivered or returned to the County in such media form as existing on the County system, together with a hard copy, and any other documents necessary to utilize the tape, disk, or media in which the data may be stored. Such material shall be delivered within thirty (30) days of the expiration or termination (for any reason) of the Agreement.

6. 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.

7. Compliance with Law. (a) Generally. The Contractor shall comply in all material respects with any and all applicable Federal, State and local Laws, including, but not limited to those relating to HIPAA as set forth in Exhibit C (Business Associate Addendum), conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all federal and state statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted, applicable to the Services provided by Contractor hereunder.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data provided by Contractor pursuant to its obligations under this Agreement ("Information") remains the sole property of the County and shall be used and disclosed solely for

the purpose of performance and administration of the Agreement or as required by law. Data that is de-identified in accordance with HIPAA obligations will not be considered County data. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation to (i) require its employees to disclose such information as circumstances arise; and (ii) to update this disclosure throughout the term of this Agreement as it becomes aware of such conflicts.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Patent/Copyright Infringement Claims.

(a) Indemnification. Contractor shall defend at its expense, and indemnify and hold harmless County from and against any loss, cost, expense, or liability finally awarded and resulting from or arising out of a claim brought by a third party ("Third Party Claim") against County if such Third Party Claim alleges the infringement of such third party's U.S. patent or copyright by a Contractor-owned product or Service ("Infringement Claim").

(b) County Requirements. Contractor's obligations under this section are conditioned on the following:

- (i) County will notify Contractor of the Infringement Claim within ten (10) business days after County obtains knowledge of the existence or commencement of a Third Party Claim for which it is entitled to be indemnified under section 9(a) above. Any failure to give such notice will waive Contractor's obligations to the extent that Contractor is actually prejudiced due to County's delay;
- (ii) County will provide Contractor with all reasonably requested cooperation, information and assistance at Contractor's sole expense; and
- (iii) County will provide Contractor with sole authority to defend and settle the Infringement Claim; provided, however, that so long as Contractor retains sole control over the defense, settlement negotiations, and disposition of any Infringement Claim, then County may employ counsel and participate at its expense in the defense and settlement discussions of such Infringement Claim.

(c) County Consent. Contractor may not enter into any settlement of an Infringement Claim that does not include a release of all covered claims pending against the County, would create a financial obligation on County, or constitute an admission of liability by County without County's prior written consent.

(d) Exclusions. Contractor is not liable under this section if the Infringement Claim is based on:

- (i) modifications to a Contractor-owned product or Service provided to County under this Agreement ("Contractor Solution") that were not performed by Contractor;
- (ii) use of custom interfaces, file conversions, or other programming for which Contractor does not develop the specifications or instructions;

- (iii) use of a Contractor Solution in combination with products or services not provided by Contractor, if use of the Contractor Solution alone would not result in liability under this section;
- (iv) use of a Contractor Solution in a manner not authorized by this Agreement, or the Documentation;
- or
- (v) any version of a Contractor Solution that Contractor has notified County to discontinue use, if infringement would have otherwise been avoided.

(e) **Infringement Remedies.** If County makes a claim under this section, or Contractor believes an Infringement Claim is reasonably likely, then Contractor will, at its expense:

- (i) obtain for County the right to continue using the Contractor Solution; or
- (ii) replace or modify the Contractor Solution with an alternative solution of substantially equivalent functionality; or
- (iii) if neither (a) nor (b) are commercially feasible, terminate County's rights and Contractor's obligations under this Agreement related to the Contractor Solution.

(f) **Exclusive Remedy.** THIS SECTION CONTAINS CONTRACTOR'S ONLY OBLIGATIONS, AND COUNTY'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

10. Limitation of Liability.

(a) **Total Damages.** Subject to section 10(c) below, Contractor's total cumulative liability in connection with or related to this Agreement will be limited to the sum of fees paid by County to Contractor during the 12-month period preceding the date of the claim, as applicable, whether based on breach of contract, warranty, tort, product liability or otherwise. Contractor will have no liability for systems beyond the control of Contractor.

(b) **Exclusion of Damages.** IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) The limitations in section 10(a) above shall not apply to: (i) damages occasioned by the breach of either party of its obligations of confidentiality under this Agreement; or (ii) Contractor's indemnification obligations pursuant to sections 9 and 11 of this Agreement.

(d) **Material Consideration.** THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS AGREEMENT.

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any third party claim resulting from the negligence, fraud or willful misconduct of the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be

responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

12. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of,

(ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the “County Executive”), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days’ written notice to the Contractor, (ii) for “Cause” by the either party immediately upon the receipt by the other party of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word “Cause” includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor’s ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the “Commissioner”), at least sixty (60) days prior to the termination date (or a shorter period if sixty days’ notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor’s right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the “Applicable DCE”) on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor’s responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

17. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

18. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

20. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this

Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

24. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement
as of the Effective Date.

CHANGE HEALTHCARE TECHNOLOGY ENABLED
SERVICES, LLC

By: Christine Rice
Name: Christine Rice
Title: SVP CFO TES
Date: 3/2/20

NASSAU COUNTY

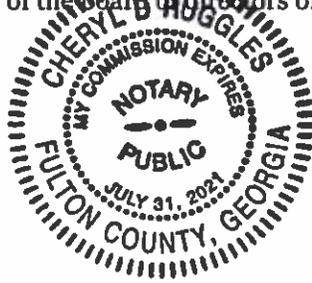
By: _____
Name: _____
Title: County Executive
 Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

Georgia
STATE OF ~~NEW YORK~~
)ss.:
COUNTY OF ~~NASSAU~~
Fulton

On the 2 day of March in the year 2020 before me personally came Christine Rice to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cherokee, GA; that he or she is the SVP & CFO of Change Healthcare TES, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Cheryl D. Ruggles

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 County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan

shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a

determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules (“CPLR”).

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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:

Neil E. de Crescenzo (Name)

3055 Lebanon Pike, Suite 1000, Nashville, Tennessee 37214 (Address)

615.932.2800 (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 _____ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. 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.

Neil de Crescenzo

Dated March 2, 2020
Signature of Chief Executive Officer

Neil E. de Crescenzo
Name of Chief Executive Officer

Sworn to before me this

2nd day of March, 2020

Sara M. Newman
Notary Public



**EXHIBIT A
PROPOSAL**

Program Description & Staffing (RFP Appendix B)

Please provide a complete written description of the Proposal, including the following information:

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

The team members currently managing PDNC's account will continue to do so. The following are bios of Change Healthcare team members.

Our experienced team of professionals has the education and training necessary to implement and manage a successful ambulance billing program for you. In addition to these lead team members (biographies below), we will continue to assign EAB to the same team of billing specialists and resources that have served you so well over the past 17 years. We are proud of the strength of our team.



Morris Maybruch, CPA, Senior Operations Manager

Morris has over 30 years of experience in health care, including expertise in finance, administration, billing, and collections. Prior to joining Change Healthcare, Morris was president of Medbill.com and managing partner of Madlin, Maybruch & Weingard, a certified public accounting firm in New York. Morris managed many health care clients from 1986 through 1993 when he departed to form Shoreline Medical Billing Systems, Inc. (the predecessor firm to Medbill.com). Shoreline was one of the first companies to provide ambulance billing and collection services in New York state.

Morris earned a B.S. in Accounting and Business Administration and an M.B.A. from Long Island University. He is a member of the American and New York Institutes of Certified Public Accountants, a Certified Healthcare Consultant, and a member of the National Association of Healthcare Consultants.

Ashley Peters, Supervisor PDCN Ambulance Account

Ashley has managed and supervised the PDCN team of professionals and all aspects of the billing process with an emphasis on maximizing revenue reimbursement. She also has played an important role in increasing reimbursements each year. She is instrumental in negotiating with insurance carriers to attain full reimbursement of charge rates. Ashley also ensures everyone is compliant with all applicable government rules and regulations.

Pat Griffin, EMS Billing Manager

Pat has been supervising ambulance billing services since 1990. She is a Certified Professional Coder and is responsible for maintaining the coding integrity of all claims processed. She has managed multiple implementations successfully with seamless transition resulting in an ongoing revenue stream for municipalities. In addition to the overall management of the ambulance billing process, Pat is also the onsite compliance individual ensuring we strictly adhere to all federal, state, and local rules and regulations.



Jacqueline M. Herrera, Executive Sales Director

Jackie has over 30 years of experience in EMS management and reimbursement services. She joined our team after holding key positions in the national EMS industry, including director of marketing and business development, managing director, and division general manager with direct oversight of all financial and operational responsibilities of emergency, non-emergency, and critical care services.

Recognizing the financial impact on all EMS agencies – whether municipal, private, or volunteer EMS systems – Jackie focused her EMS expertise on reimbursement services. Previously, as senior vice president of reimbursement services for a national EMS billing firm, she was instrumental in increasing growth thanks greatly to her proven skills, professionalism, and ability to recognize the needs of individual EMS agency clients. She established effective billing policies and procedures while streamlining processes and productivity standards; this combined with her expert knowledge of regulatory requirements to ensure compliance standards has achieved optimal collections opportunities for the EMS agencies that work with her. Her expertise with client relations, working directly with EMS agencies, stands out as a proven asset that has been instrumental in meeting or exceeding budget requirements of EMS revenue.

Jackie specializes in accounts receivable analysis and management to accomplish optimal billing and collections success. Jackie, a native of South Carolina, has held EMS provider certifications as an Emergency Medical Technician in Texas, Virginia, Maryland, and the District of Columbia.



Thomas Laur, President, Change Healthcare Technology Enabled Services

Thomas Laur has nearly 20 years of international experience focused on innovation and accelerating growth. Thomas has a deep understanding of the healthcare software and services industry. He joined Change Healthcare from SAP, where he was president of the global healthcare business with end-to-end P&L responsibility for the division. Prior to SAP, Thomas was CEO of Sutherland Healthcare Solutions, a business process outsourcing services and analytics organization of over 5,000 employees, where he led their healthcare business. Before Sutherland, he worked at Cognizant, where he managed the global corporate strategy team and subsequently was CEO of their digital healthcare ventures. Thomas started his career at Deloitte Consulting, where he focused on strategy, transformation, and merger & acquisition programs. He received his Master in Business Management degree from the ICHEC Brussels Management School in Brussels, Belgium.



Deborah Roberts, M. Ed., CPC – Senior Vice President, Hospital Affiliated Physicians for Emergency Medical Services and Emergency Medicine

Deb, joining our company in 1995, oversees Florida, Michigan and Ohio emergency operations centers that process over 6 million annualized emergency department patient visits and over 1 million EMS runs. She is also actively involved with the overall implementations of all new clients. Before joining our team, Deb was a nurse and prior vice president of operations/physician recruitment in the emergency medicine staffing industry.



Julie Tetzloff, Vice President, Operations Emergency Medical Services Billing

Julie is responsible for operations and account management in the Emergency Medical Services billing division of Change Healthcare. She has been with the company since 1996 and has served in various roles during her tenure. She has experience with operations, account management, Six Sigma process improvement methodology, new client implementations, and acquisition integration. Julie earned her Bachelor of Arts degree from Miami University and a Master of Public Health degree from Tulane University.



**Timothy Green, CAC, CACO, CAPO, CADS – EMS Compliance
Training/Compliance Instructor**

Tim is the compliance liaison for our EMS billing division and reports to Robert Bunting. He is a former EMS Director with over 30 years' experience as a firefighter/paramedic and is a graduate of the National Fire Academy (NFA) EMS Leadership, Advanced EMS Leadership and Command and Control of Fire Department Operations Courses. He has an associate degree in Fire Sciences and Emergency Medical Services from Sinclair Community College in Dayton, Ohio and has completed multiple leadership courses at the Ohio Fire Academy. Tim also completed the Ohio State University Management Series while employed with the Kettering Fire Division.

After retiring from the fire service, he was hired as the operations manager for careNOW, an innovative pathway management project owned by Premier Healthcare Services and the Greater Dayton Hospital Association in Dayton, Ohio. Tim has also worked in the EMS transport billing industry for almost 18 years, helping to build a high-performance billing company, focused on emergency transports. During that time, he was the director of client services for MBI-Solutions, fire/EMS division and later he became the director of client services, for MED3000, fire/EMS division in Ohio.

Tim is a member the International Association of Fire Chiefs (IAFC), EMS Section and the International Association of Firefighters (IAFF). He currently holds certifications as a Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), and a Certified Ambulance Privacy Officer (CAPO). Tim's job functions focus on EMS compliance, training, and coding.

b. Detail prior experience in the area of compensation consulting.

We have significant experience in assisting our clients with establishing charge rates – we will continue to provide charge rate guidance and recommend any needed changes to maximize your revenue from payers. Typically, we recommend establishing charge rates that blend the usual, reasonable, and customary charges established by Medicare for the specific geographic region with the actual cost of providing EMS response.

c. Detail prior experience with public sector clients (similar size and scope).

Since 2002, we have contracted with Nassau County to provide the very best in ambulance billing services. Over the years, you have realized a dramatic increase in ambulance billing revenues. Throughout this time, the average revenue per transport has continually increased to its current level of over \$500, one of the highest municipal reimbursement rates in New York.

We feel it is extremely important to note our performance. Given today's current economic landscape and especially the financial challenges facing communities, \$500 per transport in Nassau County is quite an achievement. In fact, Nassau's average reimbursement rate is higher per transport than those received by most other ambulance transport providers New York State.

- d. **Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.**

We have provided a cover letter meeting these requirements at the beginning of our proposal.

Approach to Scope of Services

Monitoring of Industry Issues

The Contractor will be responsible for monitoring developments and changes in regulations and circumstances affecting ambulance billing service, including changes in rates of Medicare and Medicaid reimbursements and reporting requirements. The Contractor will communicate any such changes with the Bureau and adapt procedures as necessary to conform to regulations. The County will also look to the Contractor to periodically recommend administrative, procedural, technical, and other improvements that will reflect industry best practices and improve revenue generation, customer service, and/or other key areas of performance.

We will continue to comply with this requirement. We use the team approach in determining the impact of changes in the healthcare industry on our clients. Our in-house legal team and our compliance team work together to determine the impact to our clients and to Change Healthcare and what changes need to be made by the operations team to comply with any new regulations. Our compliance team then relays that information to our operations teams and client managers. Your client manager will then explain any impacts to your designated staff. Every part of the process involves Change Healthcare team members who are experts at not just health care reform, but also federal Medicare rules and regulations, local Medicaid protocols, and even state and local legislation that can affect your reimbursement or required documentation. Appropriate team members attend conferences as necessary to stay abreast of the ever-changing rules in healthcare. Your client manager and operations team will keep you abreast of all changes as they occur.

Recording of Electronic Prehospital Care Reports (EPCR)

Electronic Prehospital Care Reports (PCRs) will be entered electronically and managed by the Contractor in a database or similar system allowing the sorting, filtering, and reporting of data. Each EPCR will constitute one patient record and will contain the information required to file the insurance claim. The Contractor agrees to comply with all Federal and New York State HIPAA regulations (Health Insurance Portability and Protection Act 1981) to protect patient confidentiality. Data fields may include but not be limited to the following information:

- **Patient name, social security number, date of birth, and age**
- **Dates of ambulance response**
- **NCPD Communications Bureau computer aided dispatch (CAD) number**

CHANGE

HEALTHCARE

- Ambulance call type, treatment and requirements
- Origin and destination of transport
- Patient address and address verification
- Other applicable patient location information
- Patient/ payee payment or collection status
- Timing and amount of payment(s)
- Insurance information
- ICD-10-CM diagnostic code
- CPT code
- Medical Coding

We will comply with this requirement. We currently interface with your SafetyPAD ePCR system to receive electronic run data directly into our billing system – we will continue to do so. Change Healthcare will comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F –

Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned through the billing services provided. We are committed to delivering services and products that enable our clients to meet the requirements of HIPAA. Our industry knowledge, leadership, and integrated internal business processes position us to help our clients address the challenges of HIPAA while meeting their long-term goals. We have been actively involved in HIPAA activities since early 2000, first with the Transactions and Code Sets requirements, then with the Privacy and Security rules. We are very proud of our HIPAA privacy policies as they reflect a lot of hard work and expertise. High quality products like our privacy policies help distinguish us from the competition.



The Contractor will perform all medical diagnostic coding using sources recognized as industry standards (e.g., current edition of ICD-9-CM Provider and Diagnostic coding, Common Procedural Terminology coding {CPT}, as approved by the American Medical Association). PCR information will be used to assign medical diagnostic codes. Codes will be entered electronically in a manner/ format developed by the contractor, and approved by the Police Department. The Contractor will then integrate this information into the patient record database.

We will continue to comply with this requirement following CPT and ICD-10 coding standards. The same billing team, including our certified coders, will continue to manage the County's account.

The Contractor must have the ability to enter a PCR into the database in the event an EPCR is unable to be uploaded electronically.

We can manually enter a PCR into our billing database if we are unable to upload an electronic PCR.

Ambulance Billing Services

Upon receipt of the patient information, the Contractor will use industry best practices to determine the authenticity of the patient's name and address.

We will comply with this requirement. We use a variety of tools to verify both patient insurance and demographic information.

The release of medical and insurance information required for billing may, but not always be obtained when the EPCR is generated. Therefore, the Contractor will contact the patient to secure all necessary information in order to file a claim with their insurance carrier. The Contractor will also seek to make arrangements with local area hospitals to obtain the patient address and insurance information. It is anticipated that the Contractor will determine patient eligibility for Medicare, Medicaid, primary and secondary insurance, if the claim is to be directly paid by the patient, or if the claim is ineligible for billing.

We will continue to comply with this requirement. We have strong relationships with personnel at your transport hospitals to receive patient data. We also call patients and send statements to receive demographic information.

Our Change Healthcare clearinghouse – in addition to allowing us to submit electronic claims to government and commercial payers – includes an insurance verification tool.

The Contractor will generate all appropriate insurance claims for payment:

All written communications between the contractor and “customers” including patients, other “billed” recipients, and representatives of insurance companies will be subject to the review and approval of the Department.

We will continue to comply with this requirement.

Initial statement: Contractor will issue an initial statement for payment to the patient, or if applicable, to the insurance carrier within seven (7) days after receipt of the EPCR. The statement will include but not be limited to the following information: account number; name and address of the patient; date of the statement; date of service; description of the service rendered; name of the hospital receiving the patient, fees for service provided; payment due date; basic information regarding third party reimbursement procedures; telephone number and hours for customer service assistance.

We will continue to comply with this requirement.

The statement will include either a separate or perforated return voucher that will include but not be limited to: account number; date of the statement; date of the transport; patient information; return address information (to a County-designated lockbox); payment due date; amount of the bill; statement date; terms of release of medical records. The reverse side of the statement will include an area to allow patients to provide address correction information, insurance information. The Contractor will also be expected to include a return envelope pre-printed with the return address information.

We will continue to comply with this requirement.

Second statement: Contractor will issue a statement thirty (30) days after the initial statement if payment, or insurance information is not received by the bank lockbox by the printed due date. This statement will be similar to the original statement and will also indicate that it is a “second statement and may be disregarded” if payment was already remitted.

We will continue to comply with this requirement.

Third statement: Contractor will issue a statement sixty (60) days after the initial statement if payment or insurance information is not received by the bank lockbox, but should be “by” the second statement due date. This statement will be similar to prior statements, and will note, “If payment has been made, disregard the statement”.

We will continue to comply with this requirement.

Collection letter: Contractor will issue a “notice to collections” letter, ninety (90) days after the initial statement. This statement will constitute a warning notice to the patient stating that if the patient fails to pay the amount due, or provide insurance information the account will be forwarded for collection activity.

We will continue to comply with this requirement.

Telephone calls: Contractor will place telephone calls to patients and insurance providers regarding account status if necessary, after the initial statement and subsequent statements are sent.

We will continue to comply with this requirement.

Third Party Reimbursements. Contractor will use industry best practices to maximize receipt of legitimate third-party reimbursements for police department services, and to assist patients in obtaining such reimbursements with the minimum inconvenience.

- **Medicare Claims: Contractor will process all Medicare claims as required by Medicare Law, using current Common Procedural Terminology (CPT) codes for ambulance service, and accepted International Common Diagnostic (ICD-9) codes for emergency ambulance service, for all Medicare claims. Billing of the co-payment and deductible fee to the patient after receipt of payment from Medicare, and secondary insurance if applicable.**

We will continue to comply with this requirement.

- **Medicaid Claims: Contractor will process all Medicaid claims as required by New York State law, using current Common Procedural Terminology (CPT) codes for ambulance service, and accepted International Common Diagnostic (ICD-9) codes for emergency ambulance service, for all Medicaid claims.**

We will continue to comply with this requirement.

- **Insurance Claims:** Contractor will process all insurance claims using Common Procedural Terminology (CPT) codes for emergency ambulance service, and accepted International Common Diagnostic (ICD-9) codes for emergency ambulance service, upon receipt of notice of the appropriate primary insurance (insurance carriers may include Medicare HMO's or Medicaid HMO's); use of either paper format or electronic format, as required, for claims; provision of information as required by the insurance company with all applicable supporting documentation; determination of a secondary carrier to be billed for any remaining balances after payment is received from the primary insurance carrier, and if so, generating an insurance claim to the second carrier including all standard company claims information and acceptable proof of payment from the primary carrier; billing of the patient for co-payments or deductibles.

We will continue to comply with this requirement.

Refunds: Contractor will document overpayments or incorrect payments. Copies of this information will be forwarded monthly within Contractor's invoice, for the processing of refunds through proper County procedures.

We will continue to comply with this requirement.

Returned checks: Contractor will follow up and collect payment for returned checks.

We will continue to comply with this requirement.

Claims of Financial Hardship: Contractor will cooperate with the Nassau County Attorney's Office and the Bureau in the administration of its Financial Assistance Program, as may be amended from time to time. Contractor will be responsible for distributing Financial Assistance applications to patients claiming financial hardship and following up with patients to obtain required documents showing proof of identification, residence, and income. Final determinations of bill reduction and/or settlement shall be subject to the approval of the Nassau County Attorney's Office.

We have worked diligently with the County to develop a Financial Hardship process and it has recently come to fruition. We will comply with all aspects of this requirement.

Billing complaints: Contractor to develop and implement standards and procedures to address all billing complaints subject to the approval of County. The Bureau will oversee vendor handling of billing complaints and take appropriate action on an as needed basis.

We will continue to comply with this requirement. We take any patient complaint very seriously. We log and escalate patient disputes to internal Change Healthcare management for quick resolution. Our management personnel will speak to the patient to resolve their issue quickly. Our team will stay close to the issue until it has come to a timely resolution that is satisfactory for all parties involved.

Credit cards: Contractor will accept credit cards as a form of payment for ambulance services using a credit card company approved by the County. The Contractor will be responsible for any processing and/or merchant fees associated with accepting credit cards.

As previously stated, we will comply with this requirement. Your patients can pay for services with a credit/debit card by calling the toll-free number printed on their statement or by logging into our secure portal. Change Healthcare will be responsible for all costs associated with accepting credit/debit card payments.

Collection Accounts

Each month, accounts which are deemed uncollectible will be reported to the County for approval for transfer to a Nassau County collection vendor. Accounts will be “marked” uncollectible if there has been no “activity” for one hundred and twenty (120) days after assignment, when the patient or responsible party cannot be located, or where the Contractor, in the reasonable exercise of his/her judgment deems the account uncollectible.

We will continue to comply with this requirement.

Ethical Standards

In all services provided under any contract resulting from this RFP, the Contractor will use maximum, diligent, and timely billing efforts. All the Contractor’s operations must be performed in accordance with the highest standard of legal ethics.

We will continue to comply with this requirement. We have made a formal commitment to be compliant in all aspects of our business. With an annual compliance budget of over \$7 million, we modeled our compliance agenda on the Department of Health and Human Services Office of Inspector General (OIG) Compliance Program Guidance for Third-Party Medical Billing Companies. Integrated into everything we do, we designed our compliance efforts to establish a culture that promotes prevention, detection, and resolution of conduct that conforms to federal and state law. It also conforms to federal, state, and private payer healthcare program requirements as well as our ethical and business policies. Because compliance is so important to us, we have a full-time compliance officer.



Honesty, integrity, and transparency are of the utmost importance to all facets of our business operations and executive leadership. We have adopted and implemented, with full senior executive leadership support, our compliance program which is invaluable in complying with all applicable laws and regulations while continuously building a strong ethical culture. The Code of Conduct is a key document of the compliance program, providing guidance to team members, contractors, and vendors as to appropriate professional and personal conduct required while carrying out daily activities. The Code of Conduct exceeds HIPAA and CMS requirements by

- Clearly communicating our commitment to our policies and procedures, regulations, professional standards, ethical business practices, and workplace standards
- Clearly conveying a message to all colleagues their responsibility for maintaining full compliance with laws and regulations as well as the expectations that they act and represent our business with the highest ethical standards
- Informing all team members about their responsibilities in making ours a successful organization.

The Contractor will comply strictly with any legal requirements or codes of conduct with respect to the collection of debts, communication with debtors made or issued by any governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made. Such requirements will include but will not be limited to the following:

- Fair Debt Collection Practices Act, 15 U.S.C. § 1692
- New York State Judiciary Law Article 15, § 489
- New York State General Business Law § 600 and 601
- New York Executive Law § 63, subchapter 12.

We always have and always will comply with all applicable federal, state, and local laws and regulations. Because Change Healthcare is a billing company, not a debt collector, we are not subject to the Fair Debt Collections Practices Act ("FDCPA"). Billing companies send statements for services not billed at the time of service and such amounts are not in default. Billing companies also send the statements in the name of the provider and do not use a third-party name. If a billing vendor were to fully comply with the FDCPA they would need to bill with their own name instead of under their clients' names. The billing vendor would also have to collect the monies received into their own bank account and then forward the money to their clients. Change Healthcare agrees that it will meet the "spirit" of the collections recommendations and agrees as follows: In communications with County's patients, Change Healthcare will not:

- Simulate in any manner a law enforcement officer or a representative of any governmental agency
- Use or threaten force or violence
- Tell a patient who disputes a bill that she or he or any person employing her or him will disclose to another, orally or in writing, directly or indirectly, information affecting the patient's reputation for credit worthiness
- Disclose to a person other than the patient or her or his family information affecting the patient's reputation, whether or not for credit worthiness, with knowledge or reason to know that the other person does not have a legitimate business need for the information or that the information is false
- Willfully communicate with the patient or any member of her or his family with such frequency as can reasonably be expected to harass the patient or her or his family, or willfully engage in other conduct which can reasonably be expected to abuse or harass the patient or any member of her or his family
- Use profane, obscene, vulgar, or willfully abusive language in communicating with the patient or any member of her or his family
- Claim, attempt, or threaten to enforce a client bill if Change Healthcare knows that the bill is not legitimate or assert the existence of some other legal right if Change Healthcare knows that the right does not exist Use a communication which simulates in any manner legal or judicial process or which gives the appearance of being authorized, issued or approved by a government, governmental agency, or attorney at law, when it is not
- Communicate with a patient under the guise of an attorney by using the stationary of an attorney or forms or instruments which only attorneys are authorized to prepare

- Orally communicate with a patient in such a manner as to give the false impression or appearance that the County is or is associated with an attorney
- Publish or post, threaten to publish or cause to be published or posted before the public individual names or any list of names of patients, commonly known as a deadbeat list, to enforce or attempt to enforce collection of the bill.
- Mail any communication to a patient in an envelope or postcard with words typed, written or printed on the outside of the envelope or postcard calculated to embarrass the patient. An example of this would be an envelope addressed to "Deadbeat, Jane Doe" or "Deadbeat, John Doe"
- Communicate with the patient between the hours of 9 p.m. and 8 a.m. in the patient's time zone without prior consent of patient
- Cause charges to be made to any patient for communications by concealment of the true purpose of the communication, including collect telephone calls and telegram fees.

Customer Service Via Telephone and Web Site

The Nassau County Police Department places a high priority on delivering courteous and responsive services to the public. In billing and collecting for ambulance services, it is an important goal for the County that the process be convenient for its citizens, and that obtaining appropriate third-party reimbursement be made as simple as possible.

We will continue to conduct all communications in a professional and courteous manner. As an important part of our business, we are committed to excellent customer service. We understand our customer service department is an extension of your organization and we train our staff to be courteous and helpful when responding to EMS patient phone calls. Our goal is to satisfy all caller issues quickly and courteously.

Callers can leave a voicemail. We will make every effort to respond to voicemails within 24 business hours of receipt.

The Contractor will establish a multi-line telephone inquiry service upon project initiation to handle patient inquiries. The telephone number will be toll-free in New York State. At a minimum, it is expected that the service will be provided between the hours of 8:00 AM to 6:00 PM, Monday through Friday, excluding national holidays, Eastern Standard time, and the Contractor is encouraged to provide additional days and times of service. Answering machines and telephone message services will not be used during the service window period.

Customer service representatives are available via a toll-free number Monday through Friday (excluding holidays) from 8:00 a.m. to 6:00 p.m. Eastern to answer any incoming customer service inquiries.

The Contractor will use the telephone service for the following functions:

- Process insurance information for patients
- Elicit additional information from patients in order to re-submit claims, which resulted in eligibility denials.
- Voice activated telephone*messaging*will not be permitted
- Respond to correspondence from patients and payers
- Receive and follow up on denials/requests for medical record documentation where appropriate and authorized
- Respond to and resolve all ambulance users' inquires and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory manner

We will continue to comply with these requirements.

The Contractor will answer calls to the service and will attempt to resolve any billing problems or questions. Employees answering calls must be proficient in English, be skilled at navigating Contractor's database to access patient billing information and be capable of resolving billing payment issues.

We will continue to comply with this requirement. We choose our customer service specialists carefully. They receive extensive training and possess excellent communication skills. Our staff will interact with your patients as if they were your own staff. Specialists are available during regular business hours. They have instant, on-line access to patient records. Therefore, we can resolve most issues during the initial call. In 17+ years of service, we have had less than a handful of complaints and, in those rare cases, each one was resolved to the patient's satisfaction – this is a strong testament to our dedication to outstanding customer service.

The Contractor will establish a database to document all calls to the inquiry line, and will track all problems, inquiries, and resolutions. Reports describing this database will be provided to the Bureau monthly. An interactive call processor or similar system will be used to handle concurrent requests to the system. For ninety percent (90%) or more of all calls, the average delay period from the time the call is received by the system to the time the call is answered by a Contractor representative will not exceed one minute. The call processor will provide periodic prompts and messages during the waiting period, will provide alternative options for each caller and will estimate the wait until the caller is connected with a customer service representative.

- The Contractor will include the establishment of a secure website exclusively for Bureau billing inquiries and service information
- The contractor will provide the ability to contact the Contractor using electronic mail.

We will continue to comply with these requirements.

The Contractor will coordinate with designated County personnel to establish links to the websites of the County and the Police Department.

We have active links in place for the County and Police Department websites.

Computer Hardware and Software

It is anticipated that the Contractor's information systems will include the following features:

- "Real time," interactive information on all transactions, i.e., data will be posted immediately rather than in batches
- Ability to process partial payments
- Ability to process payment adjustments such as returned checks and refunds

Our information systems currently meet these requirements.

The Contractor's proposal should include the provision of computer hardware, software, and peripherals to enable the County to perform the following functions:

- Access the contractor's information management system for monitoring and auditing purposes
- Generate pre-designed reports from current data in the contractor's information management system
- Generate ad hoc reports and correspondence using the then current release of the Microsoft Office software suite
- Transmit EPCR information electronically to the contractor and from the Emergency Ambulance Bureau
- Complete New York State Health Department-required EPCRs and other required information using hand-held devices in each ambulance.

We currently provide the above listed computer hardware, software, and peripherals to the County.

Access to the Contractor's database, for any purpose, must require a password-protected log-on procedure. Each user of the database must have a unique user identification (ID) and password. Only those employees of the Contractor specifically assigned to perform billing and debt collection services for the Bureau may be allowed access to the database of Bureau records. Employees of the Bureau, authorized in writing by the Police Department, will also be given IDs and passwords that allow authorized inquiry access to the Contractor's database of patient accounts. The ability to edit database information will also be restricted to individuals designated by the Contractor and the Bureau and approved by the Bureau. Such access will be restricted using the same system of IDs and passwords described above. Data may be purged from live information system and stored on CD-ROM based on age as determined by the County.

We will continue to comply with this requirement.

The Bureau provides daily operational maintenance and support of all EPCR equipment through its Billing Department's Technical Support Team. The Contractor shall supply approved mobile electronic devices of the Bureau's choosing for collection of EPCR data. It shall be the responsibility of the Contractor to replace any mobile electronic device that is determined to be irreparable by the Billing Department's Technical Support Team. This shall be done within 30 days of such request. Additional items, as outlined below, are either currently in use and supplied by the Contractor, or reflect minimum requirements of the new Contractor. All elements are necessary for operational efficiency.

We currently provide approved mobile electronic devices to the Bureau and will continue to do so under a new contract with the County.

The Contractor shall provide a means to link the EPCR software, the Medical Control radio consoles and the cardiac monitors that are in use by the County. This shall include any hardware and/or software that the County chooses.

We will continue to comply with this requirement.

The Contractor will be responsible for the cost to integrate the EPCR software with the Bureau's existing Computer Aided Dispatch ("CAD") system. (CAD interface) to include initial pay out and yearly maintenance. Purchase, setup, install, maintain & support. Including all setup fees between the CAD vendor and EPCR vendor.

We will comply with this requirement, in fact our service agreement with SafetyPAD already includes services for CAD integration.

The Contractor shall provide computer software, hardware, peripherals and accessories as needed by Bureau, in conformity with such items and materials currently utilized by Bureau. Upgrades and/or expansion of equipment, software, hardware, peripherals and accessory needs as required by Bureau will be responsibility of vendor.(tech hardware/software)

We will continue to provide computer software, hardware, peripherals, and accessories as needed. We currently provide this equipment to the County.

The Contractor will supply the County with a means to securely destroy any HIPPA related paperwork that is no longer needed to be kept on file. This will include an industrial grade shredder, which the contractor shall supply and maintain, and provision of a quarterly on-site commercial shredding service.

We will continue to comply with this requirement.

- **The Contractor will provide paid subscriptions to all necessary data storage programs including Emergidata, MedMedia's "Webcur", and any other software program in use by the Ambulance Bureau. If an EPCR/ data storage program is no longer available, the Contractor shall be responsible for downloading, acquiring or purchasing all records and processing them into an easily searchable database for all past patients that the Bureau will own and have unlimited access to.**

We will continue to provide these paid subscriptions to the County.

CHANGE

HEALTHCARE

- **The Contractor will provide paid subscriptions to all necessary anti-virus programs, necessary spyware programs, etc. as determined by the Bureau.**

We will continue to provide anti-virus/spyware program paid subscriptions to the County.

- **The Contractor will supply paid subscription and necessary support/hardware and supplies for Lightpath internet for EAB Billing Office. The Contractor will supply three (3) laptop computers, of the Bureau's specifications, with aircards and associated software/subscriptions for use by EAB Billing Tech Support Team. The Contractor will provide up to 2 additional laptop computers, as needed, in the event of expansion of the Bureau's Tech Support Team. The Contractor will provide for replacement of same, at the Bureau's discretion, after two (2) years.**

We will continue to provide these paid subscriptions to the County.

- **The Contractor will supply and support three (3) desktop computers and associated software and hardware of EAB's specifications for administrative use by EAB Billing Office. Associated hardware will include, but not be limited to, 2 high speed scanners and 2 high speed printers. Specifications will be determined by the Bureau. The Contractor will provide for replacement of same, at the bureau's discretion, after two (2) years.**

We currently provide and support three desktop computers and the associated software to the County.

- **The Contractor will provide for in-house supply of parts and sundry items for repair and maintenance of mobile electronic devices.**

We will continue to comply with this requirement.

- **The Contractor will provide an open credit card account, in the name of the Emergency Ambulance Bureau Commanding Officer, with a pre-set monthly dollar amount, for purchase of said parts and supplies.**

We will continue to comply with this requirement.

- **The Contractor will maintain an open warranty and repair/replacement contract with computer manufacturer(s) for necessary repairs and/or replacement of computers that cannot be performed in-house.**

We will continue to comply with this requirement.

- **All items specified reflect minimum requirements for daily operating of the Bureau's Billing Office and Electronic PCR program. All specifications are subject to revision at the Bureau's discretion prior to actual implementation of contract.**

We acknowledge and agree to this requirement.

To meet performance standards and to be compatible with existing County networks and standards, hardware, software, peripherals and associated service should, meet or exceed the standards. The Contractor must have the ability to meet County network upgrades as necessary.

We will comply with these requirements.

Equipment and Software must be maintained and updated with sufficient frequency, subject to a biannual review, to remain consistent with industry standards to maximize overall program effectiveness.

We will comply with this requirement.

The Contractor will be required to coordinate with the Information Technology Units of County and Police Department to ensure compatibility with existing information technology systems as required.

We will continue to comply with this requirement.

Transitional Services

Any contract resulting from this RFP may include tasks related to the transition of responsibilities from the current vendor and the processing of EPCRs received during the period between the termination notification date of the current contract, and a new contract commencement date. It is possible, for example that a backlog may arise during this period. Under such circumstances, the selected Proposer will be expected to work with the County in billing for such accounts.

As your current billing vendor, we will not need to perform any transition activities. We will seamlessly continue to provide services on day one of the new contract with the County.

Contingency Payments based on a Percentage of Revenues Collected

The Proposer is to be compensated based on a percentage of net revenues. Net revenues are defined as the total sum of all monies collected by the Proposer less amounts refunded or credited to patient or third-party payer as a result of overpayments, erroneous payments or returned checks. Proposers are asked to propose a compensation rate to be set as a fixed percentage of actual revenues collected.

Unless clearly identified as a supplemental cost as described below, this fee is anticipated to include all expenses, including but not limited to skip tracing services, billing services, correspondence, telephone and web site inquiry services, database development and maintenance, reporting, training, compliance, auditing, postage. Fees are further to include all labor, material, equipment overhead, expenses, taxes, and profit necessary to complete the services pursuant to the terms of any agreement resulting from this selection process.

All fees will be capped for the term of the Agreement and will not be subject to increases or markups. Calculation Methodology Compensation will be calculated and paid on a monthly basis. Vendor invoices will detail actual collections and any appropriate adjustments.

The Department will notify the Proposer of payments made directly to the County and will pay the Contractor the contractual rate for all such direct payments collected by the County when they result from the Proposer's actual collection efforts. Payments will not be remitted if the County recalled the account or if the Proposer prior to receipt of the payment returned it. Otherwise, receipts will be presumed to be the result of the Proposer's actual billing.

Adjustments may also be made on a rolling basis each month for any refunds or other appropriate accounting revisions, with the approval of the County.

Our fee quoted on the form provided in Appendix A of the RFP meets the requirements stated above and is inclusive of all services to be provided under the contract with the County.

Proposer Personnel Qualifications and Training

The Proposer will assign to the Bureau's medical billing program personnel sufficiently skilled to perform the duties and assume the responsibilities described herein. Each employee working on the Bureau's medical billing program will be trained to perform or supervise the services furnished pursuant to this Agreement. Any personnel designated as performing medical diagnostic coding must be certified in the use of International Classification of Diseases codes and Common Procedural Terminology codes. Training of the Proposer's employees will include the requirements governing Medicare billing for a government agency, including Medicare/Medicaid requirements relating to documentation, medical necessity, assignment of diagnostic and procedural codes, and preparation and submission of claims.

The same billing team supervised by Ashley Peters that currently managing the County's account will continue to do so. We will provide ongoing training to our team members as necessary to maintain compliance with all regulations and billing-related requirements.

Training will also include the consequences of failing to comply with applicable laws, including the penalties for fraud and abuse. Each Proposer instructor providing the training will be proficient in each subject that will be taught. It is further anticipated that the Proposer will furnish a review course on at least an annual basis to all employees performing medical necessity determination and medical diagnostic coding services. The annual course will review and update the compliance procedures and project services, and will not serve as a substitute course for the complete training described above.

We will continue to comply with these requirements.

At the sole option of the County, the Proposer will include up to six (6) County employees in all training described above. Any training materials provided for Proposer employees will also be provided to participating County employees.

We will continue to comply with this requirement.

The Proposer will make reasonable inquiries into the background of prospective personnel to be employed for this program, and periodic review of employees providing Services herein for the program. The Proposer will not utilize any personnel for the provision of services that is listed by a Federal Agency as suspended, debarred, excluded or otherwise ineligible for Federal program participation.

It is our policy to perform background checks on all potential team members before hiring. We perform background checks to verify that individuals are not currently excluded, suspended, debarred, or otherwise ineligible to participate in any federal or state healthcare program or in federally funded programs.

**EXHIBIT B
CONFIDENTIALITY AGREEMENT**

Contractor and Nassau County (“County”) have entered into an agreement whereby Contractor provides certain services (the “Services”) to County (the “Contract for Services” or “Agreement”). County has entered into a contractual relationship with _____ [*insert name of person/entity performing the audit*]_____ (“Recipient”) and instructs Contractor to allow Recipient to review certain information in Contractor’s possession regarding County’s business and accounts receivable billing and collections performed by Contractor (“County Proprietary Information”). Therefore, in consideration of the mutual covenants and conditions contained in this Confidentiality Agreement (the “Confidentiality Agreement”), Recipient and County agree as follows:

A. During the course of Recipient’s examination and review of County Proprietary Information, Recipient may be exposed to or review certain proprietary information regarding Contractor (“Contractor Proprietary Information”). Contractor Proprietary Information refers to any and all data and information relating to the business of Contractor which has value to Contractor and is not generally known by its competitors or the public, including, without limitation, financial information, inventions, methods, techniques, actual or potential customers and suppliers, the Agreement, Contractor’s business practices or other trade secrets or confidential information of Contractor, all report formats, and existing and future products and computer systems and software. Recipient acknowledges and agrees that all Contractor Proprietary Information and all physical embodiments thereof are confidential to Contractor and are and will remain the sole and exclusive property of Contractor. All Contractor Proprietary Information acquired by Recipient will be kept strictly confidential and will not be disclosed to any other person or entity (including any entity affiliated with or any division of Recipient).

B. Contractor Proprietary Information does not include information which (i) is publicly known or which becomes publicly known through no act or failure to act on the part of Recipient; (ii) is lawfully obtained by Recipient from any third party entitled to disclose such information; (iii) is in the lawful possession of Recipient prior to such information having been disclosed to Recipient by Contractor; or (iv) is independently developed by Recipient.

C. Recipient further agrees that during Recipient’s engagement by County and for a period of one (1) year following any termination of Recipient’s engagement for whatever reason, Recipient will not, directly or indirectly, on Recipient’s own behalf or in the service of, or on behalf of any other individual or entity, divert, solicit or hire away, or attempt to divert, solicit or hire away, to or for any individual or entity, any person employed by Contractor, whether or not such employee is a full-time employee, temporary employee, leased employee or independent contractor of Contractor, whether or not such employee is employed pursuant to written agreement and whether or not such employee is employed for a determined period or at-will.

D. Recipient acknowledges that great loss and irreparable damage would be suffered by Contractor if Recipient should breach or violate the terms of this Confidentiality Agreement. In the event Recipient breaches or violates this Confidentiality Agreement, Recipient agrees that Contractor would not have an adequate remedy at law and, therefore, that Contractor would be entitled to a temporary restraining order and permanent injunction to prevent a breach of any of the terms or provisions contained in this Confidentiality Agreement, in addition to any monetary damages that may be available at law or equity. Recipient’s obligations under this Confidentiality Agreement will survive indefinitely.

E. Recipient represents and warrants that (i) it has the full power and authority to enter into this Confidentiality Agreement, and (ii) the person executing this Confidentiality Agreement has the full power and authority to do so.

IN WITNESS WHEREOF, Recipient has signed this Confidentiality Agreement as of the date below written.

RECIPIENT: _____

CLIENT: NASSAU COUNTY

By: _____
By:

SAMPLE (No Signature Required)
--

Print Name: _____
Title: _____

Print Name:

SAMPLE (No Signature Required)
--

Title: _____

EXHIBIT C BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between Service Provider (“Business Associate”) and the County of Nassau, on behalf of the Nassau County Police Department (“Covered Entity”). Business Associate and Covered Entity may be individually referred to as a “Party” and, collectively, the “Parties” in this Agreement. This Agreement shall be incorporated into and made part of the Underlying Agreement (as defined below).

STATEMENT OF PURPOSE

Pursuant to the Underlying Agreement, Business Associate provides services to Covered Entity and Covered Entity discloses certain information, including PHI (as defined below), to Business Associate. The purpose of this Agreement is to protect the privacy and provide for the security of such PHI in compliance with the Privacy Rule and Security Rule.

SECTION 1: DEFINITIONS

“**Electronic Protected Health Information**” or “**Electronic PHI**” will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

“**Privacy Rule**” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

“**Security Rule**” will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C

“**Underlying Agreement**” will mean the applicable written services agreement(s) between Covered Entity and Business Associate under which Covered Entity may disclose PHI to Business Associate.

Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this Agreement by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Permitted Uses of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.3 Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business

Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this Agreement), and that the person agrees to notify Business Associate of any instances in which it is aware that the confidentiality of the information has been breached.

2.4 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Appropriate Safeguards. Business Associate will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Agreement. Except as expressly provided in the Underlying Agreement or this Agreement, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3 Business Associate's Agents. Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must obtain Covered Entity's approval prior to engaging a subcontractor to provide services pursuant to the Underlying Agreement on behalf of Covered Entity.

3.4 Access to PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

3.5 Amendment of PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information

available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity.

3.6 Documentation of Disclosures. Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. Business Associate will provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3.6 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by this Agreement.

3.10 Minimum Necessary. Business Associate will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Covered Entity will notify Business Associate fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity will make such notification to the extent that such limitation, restriction, or change may affect Business Associate's use or disclosure of PHI.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Agreement will commence as of the Effective Date, and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at Covered Entity's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate.

5.3.2 If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this Agreement, Business Associate will: (a) extend the protections of this

Agreement to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3.3 The respective rights and obligations of Business Associate under Section 5.3 of this Agreement will survive the termination of this Agreement and the Underlying Agreement.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: COMPLIANCE WITH LAW

Business Associate will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

SECTION 8: AMENDMENT

This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

SECTION 9: GENERAL

This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Neither Party will assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Covered Entity and Business Associate.

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Scott Schrader state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Change Healthcare Technology Enabled Services LLC

Vendor's Address: 3055 Lebanon Pike Nashville TN US 37214

Vendor's EIN or TIN: ██████████

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
01/02/2020 01:36:40 PM

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified:
01/02/2020 01:39:33 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
04/27/2020 02:29:13 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

No principal questionnaires have been selected.

I, Scott Schrader hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

Scott Schrader

Name

Chief Commercial Officer, TES

Title

Change Healthcare Technology Enabled Services LLC

Name of Submitting Entity

04/27/2020 02:39:47 PM

Date



E-61-20

NIFS ID:CFPW20000009 Department: Public Works

Capital: X

SERVICE: CM Svces-Glen Cove Svce Area-PS Repair-S3P312-02M

Contract ID #:CFPW20000009 NIFS Entry Date: 09-MAR-20 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Gannett Fleming Engineers & Architects	Vendor ID#: [REDACTED]
Address: 100 Crossways Park West Suite 300 Woodbury, NY 11797	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Visone, Edward F	
Address: NCDPW CCWPCP 3340 Merrick Road Wantagh, NY 11793 Phone: 516-571-7359	

Routing Slip

Department	NIFS Entry: X	11-MAR-20 -- LDIONISIO
Department	NIFS Approval: X	11-MAR-20 -- KARNOLD
DPW	Capital Fund Approved: X	11-MAR-20 -- KARNOLD
OMB	NIFA Approval: X	24-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	11-MAR-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	11-MAR-20 -- AAMATO

County Atty.	Approval to Form: X	11-MAR-20 -- NSARANDIS
CPO	Approval: X	30-MAR-20 -- KOHAGENCE
DCEC	Approval: X	30-MAR-20 -- JCHIARA
Dep. CE	Approval: X	30-MAR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	09-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: This agreement provides complete construction management services including furnishing resident engineers, inspectors, schedulers, and cost estimators, providing daily inspection of contract work, evaluation of contractor claims, constructability reviews and all other construction management related services for the construction contract for improvements to the Glen Cove Sewer Service Area and to repair and improve Central Homes, Dana's Highway, Long Meadow, Roslyn Village & Franklin Pump Station as well as Harwood Drive Ejector Station. Glen Cove Service Area Pump Station CM services.</p>
<p>Method of Procurement: Request for proposal (RFP) dated October 5, 2018. Advertised in Newsday: 10/5/2018, NYS Contract Reporter: 10/5-11/9/2018, and eProcure: 10/5-11/9/2018.</p>
<p>Procurement History: RFP documents were placed on the County website for the subject work. Eight (8) proposals were received. Gannett Fleming was tied for first in technical ranking and was ranked first among costs proposals</p>
<p>Description of General Provisions: This agreement provides complete construction management services including furnishing resident engineers, inspector, schedulers, and cost estimator, providing daily inspection of contract work, evaluation of contractor claims, constructability reviews and all other construction management related services for the construction contract for improvements to the Glen Cove Sewer Service Area: Miscellaneous Pump Station Repair And Improvements(S3P312-01, S3P312-02,S3P312-03)</p>
<p>Impact on Funding / Price Analysis: Funding is made available from Capital Project 3P312. The maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Eight Hundred Eighty-Four Thousand, Nine Hundred Fifty Dollars and Fifty-Six Cents (\$884,950.56) (the "Maximum Amount"). The contracts has a 20% WBE utilization rate</p>
<p>Change in Contract from Prior Procurement: None</p>
<p>Recommendation: (approve as submitted) Approve as Submitted.</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCSW	Revenue		1	PWCSWCSW/3P31	\$ 884,950.56
Control:	3P	Contract:			2/00003/002	
Resp:	312	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	3P312	Capital	\$ 884,950.56			\$ 0.00
Detail:	002	Other	\$ 0.00			\$ 0.00

RENEWAL		TOTAL	\$ 884,950.56			\$ 0.00
% Increase					TOTAL	\$ 884,950.56
% Decrease						

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers and Architects, P.C. in connection with Miscellaneous Pump Station Repair & Improvements for the Glen Cove Service Area, 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 Gannett Fleming Engineers and Architects, P.C.

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Gannett Fleming Engineers & Architects

2. Dollar amount requiring NIFA approval: \$884950.56

Amount to be encumbered: \$884950.56

This is a New

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: The term will commence with written NTP from the Department, and conclude twenty (20) months thereafter.

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract? N

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Construction Management Services to repair and improve Central Homes, Dana's Highway, Long Meadow, Roslyn Village & Franklin Pump Station as well as Harwood Drive Ejector Station. Glen Cove Service Area Pump Station CM services.

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 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.

CNOLAN

24-MAR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Gannett Fleming Engineers and Architects, P.C.

CONTRACTOR ADDRESS: 88 Froehlich Farm Blvd, Suite 450, Woodbury NY, 11797

FEDERAL TAX ID #: 23-2935505

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 10/06/2018 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, eProcure & NYS Contract [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 11/9/2018 [date]. ⁸ _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: Personnel within the Department of Public Works.

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

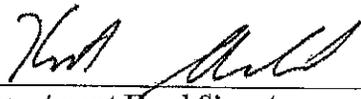
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

3/10/2020
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.

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, James R. Laurita, P.E. state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Gannett Fleming Engineers and Architects, P.C.

Vendor's Address: 88 Froehlich Farm Blvd, Suite 450 Woodbury NY US 11797

Vendor's EIN or TIN: 232935505

Forms Submitted:

Political Campaign Contribution Disclosure Form:
12/20/2019 02:21:43 PM

Lobbyist Registration and Disclosure Form:
12/20/2019 02:32:04 PM

Business History Form certified:
12/20/2019 02:42:09 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
No Consultant's, Contractor's, and Vendor's Disclosure Forms have been selected.

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
James Laurita [JLAURITA@GFNET.COM]	01/27/2020 09:59:57 AM
John Kovacs [JKOVACS@GFNET.COM]	01/27/2020 10:25:17 AM
Joseph Rikk [JRIKK@GFNET.COM]	01/27/2020 10:27:22 AM
Giuseppe Tulumello [JTULUMELLO@GFNET.COM]	01/27/2020 10:29:26 AM
Glen Hair [GHAIR@GFNET.COM]	01/27/2020 10:22:56 AM

I, James R. Laurita, P.E. hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

James R. Laurita, P.E.

Name

President

Title

Gannett Fleming Engineers and Architects, P.C.

Name of Submitting Entity

03/09/2020 09:16:53 AM

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: 10/17/2019

1) Proposer's Legal Name: Gannett Fleming Engineers and Architects, P.C.

2) Address of Place of Business: 88 Froehlich Farm Blvd, Suite 450

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: _____

Address: 100 Crossways Park West, Suite 300

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: _____

Start Date: _____ End Date: _____

Address: 1 Penn Plaza, Suite 630, 250 West 34th Street

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: _____

Start Date: _____ End Date: _____

Address: Two Penn Plaza, Suite 552, 380 Seventh Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10121

Country: _____

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 16-737-4706

- 5) Federal I.D. Number: 232935505
- 6) The proposer is a: Other (Describe) Professional Corporation
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:
- 8) Does this business control one or more other businesses?
YES NO If yes, please provide details:
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:
 Please see Attachment 1
- 1 File(s) Uploaded: Attachment 1 Business History Form.pdf
- 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, an explanation of the circumstances and corrective action taken.
- 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, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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.

Please see Attachment 1

1 File(s) Uploaded: Attachment 1 Business History Form.pdf

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.

GFEA, PC has both a Code of Ethics, and Conflict of Interest policy to identify and disclose a COI. In addition, the firm provides training to its employees.

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.

Have you previously uploaded the below information under in the Document Vault?

YES NO

Is the proposer an individual?

YES NO Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/13/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: Attachment 1 Business History Form.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Attachment 1 Business History Form.pdf

- iv) State of incorporation (if applicable);
PA
- v) The number of employees in the firm;
1983
- vi) Annual revenue of firm;
414000000
- vii) Summary of relevant accomplishments
See attachment 2

2 File(s) Uploaded: Attachment 2 S3P311-11M.pdf, Attachment 2 S3P312-02M.pdf

- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
104

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
 Regarding question 17 A v.) above: please note that Gannett Fleming Engineers & Architects, PC (GFEAPC) has 165 employees and Gannett Fleming Inc,(GFI) has 2212;
 Regarding question 17 A vi.) above: GFEAPC is rolled into GFI's financials. GFI's 2017 revenue was \$414,000,000.
 Regarding question 17 B. above: GFEAPC - 22 years; GFI 104 years;
 See attachment 2

2 File(s) Uploaded: Attachment 2 S3P311-11M.pdf, Attachment 2 S3P312-02M.pdf

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 SUEZ
 Contact Person Shokoofeh Rezazadeh
 Address 2525 Palmer Ave
 City New Rochelle State/Province/Territory NY
 Country
 Telephone (914) 637-5325
 Fax #
 E-Mail Address shokoofeh.rezazadeh@suez.com

Company Town of Greenwich
 Contact Person Richard Feminella
 Address 101 Field Point Road
 City Greenwich State/Province/Territory CT
 Country
 Telephone (203) 622-7844
 Fax #
 E-Mail Address richard.feminella@greenwichct.org

Company Suffolk County DPW
 Contact Person Janice McGovern
 Address 335 Yaphank Ave

I, James R. Laurita, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James R. Laurita, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Gannett Fleming Engineers and Architects, P.C.

Electronically signed and certified at the date and time indicated by:
James R. Laurita, P.E. [JLAURITA@GFNET.COM]

President
Title

12/20/2019 02:42:09 PM
Date

Business History Form

Attachment 1

9. Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

GFEAPC is an affiliate of and is controlled by Gannett Fleming, Inc. GFEAPC's shareholders are James Laurita, John Kovacs, and Giuseppe Tulumello. Gannett Fleming Architects, Inc. is also an affiliate of Gannett Fleming, Inc. Additionally, Gannett Fleming Engineers, PC is an affiliate of Gannett Fleming, Inc., but is winding down operations in favor of GFEAPC in a move to simplify our operations.

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?

GFEAPC and its affiliate Gannett Fleming, Inc. are part of a large engineering organization, which has been in business since 1915. At any one time, these entities have several thousand open contracts. From time to time, some clients have terminated contracts for their convenience. Gannett Fleming does not maintain records of contracts terminated for convenience. However, we can represent that during the past 10 years, no Gannett Fleming contracts have been terminated for default.

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?

Citation issued for inadvertent failure to remit UC for one employee for tax years 2011-2013. The employee reported to the NY office but worked in NJ on projects. Company paid unremitted contributions with interest (\$6,214.81) in January and March 2016, and the state agreed to waive any penalties.

Business History Form Attachment 1

A.ii) Include names, addresses, and positions of all persons having a financial interest in the company, including shareholders, members, general or limited partners:

Name	Business Address	Position	Ownership
Laurita, James R	One Penn Plaza Suite 630 250 West 34 th Street New York NY 10119	Chairman/President	34% (34 Shares)
Kovacs, John W	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh PA 15220-2748	Senior Vice President	33% (33 Shares)
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34 th Street New York NY 10119	Vice President	33% (33 Shares)

A.iii) Include names, addresses, and positions of all officers and directors of the company:

Name	Business Address	Position
Laurita, James R	One Penn Plaza Suite 630 250 West 34 th Street New York NY 10119	Chairman/President
Hair, Glen L	207 Senate Avenue Camp Hill PA 17011-2316	Senior Vice President/Secretary
Kovacs, John W	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh PA 15220-2748	Senior Vice President
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34 th Street New York NY 10119	Vice President
Rikk, Joseph Jr	Suite 230 2500 Corporate Exchange Drive Columbus OH 43231-7665	Vice President/Treasurer

**Business History Form
Attachment 1**

A.viii) Include copies of all state and local licenses and permits:

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

GANNETT FLEMING ENGINEERS AND ARCHITECTS PC
ATTN JEFFREY D BRYSON
PO BOX 67100
HARRISBURG, PA 17106-7100

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2018 TO 12/31/2020.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014937

**Business History Form
Attachment 1**

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**GANNETT FLEMING ENGINEERS PC
100 CROSSWAYS PARK WEST
SUITE 300
WOODBURY, NY 11797-0000**

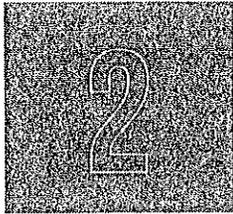
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 04/01/2018 TO 12/31/2020.



MaryEllen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014938

ATTACHMENT 2



Technical Approach



Firm Introduction

Locally headquartered in Nassau County, Gannett Fleming is a multi-disciplined consulting engineering firm with 103 years of experience providing a wide array of services, including construction management and constructability review, to private and public clients. Our firm currently employs nearly 2,200 highly qualified, dedicated individuals who provide planning, design and construction services in water/wastewater, transportation, facilities, environmental, transit and rail, and information technology disciplines. Our Construction Services Business Line employs nearly 350 full-time employees.

Gannett Fleming's highly regarded reputation as a construction manager is the result of successfully serving our clients for many years, on projects both large and small. We pride ourselves on our ability to effectively respond to our clients' needs and adapt to the specific requirements of each project, no matter how diverse.

With over a century of experience since our inception, we have worked diligently to be recognized as a leader in the industry. As we continue to grow and expand, we never lose sight of our key mission – to make our clients successful.

During the past decade, we have provided construction management and construction inspection services for projects ranging from a few thousand dollars to hundreds of millions of dollars.

Project types and locations cover a wide spectrum, including water and wastewater treatment plants, water distribution systems, wastewater collection systems, and dams, as well as office buildings, bridges, roadway construction, transit facilities, and industrial facilities. In recent years, our firm has been responsible for providing construction management and inspection services for the construction of hundreds of water and wastewater buildings and other facilities in areas prone to flooding and in need of storm hardening.

Our management philosophy is to provide professional, quality services through our long-term, well-trained employees, who are equipped with the necessary tools to perform at the level expected by our clients. Our ability to sustain this level of quality is evident through the high percentage of repeat client business we maintain. An important aspect of our success is that we sustain a continuing role with the clients we serve, well after their project has been completed.

Gannett Fleming already possesses strong working relationships with the Program Manager, NCDPW, and the operating utility (Suez) due to our extensive experience serving NCDPW and other local agencies on Long Island. We will utilize our proactive construction management, scheduling, and project controls techniques to diligently mitigate risks and keep the construction contractor on track while prioritizing maintenance of the pump stations' operations.



CM Scope of Services

The number one focus of the Gannett Fleming team will be the protection of NCDPW's interest. Our experienced team understands the need for timely reporting, responsiveness to issues, and collaboration among the entire project team. In addition, our team is comprised of professionals who have worked quite successfully on large programs with Program Managers. Our team members have achieved success on numerous construction management assignments pertaining to many pumps station and collection systems and will apply the same success factors to this Pump Station Mitigation Project.

Proactive coordination with all of NCDPW's stakeholders, including the pump stations' operations teams, the local communities, and the Program Manager will be critical to success on this project. Our success will also be strengthened by the creation of a schedule that has considered all

risk scenarios including Lock Out/Tag Out (LOTO) and maintenance of the plant's operations (MOPO), as required, with the construction contractors and plant operations staff.

The Gannett Fleming team also includes technical experts who have successfully designed and provided construction assistance to NCDPW for similar upgrades and improvements.

Our Technical Approach addresses all of the requirements of NCDPW's Request for Proposals (RFP PW-S3P311-11M) for construction management services in connection with the Pump Station Mitigation Construction Contract S3P311-11G. We have carefully reviewed the roles and responsibilities of our construction management staff and have applied them to NCDPW's requirements for this RFP. The following table summarizes the scope of services required and the responsible staff for the successful completion of each task.

Scope of Services Responsibility Table

TASK NO	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1 Construction Phase Services			
2.1.1	Commencement and Duration	There will be a total of 16 months - 12 months in the construction phase, with 1 month preconstruction and 3 months post construction	Construction Manager
2.1.2	General Construction Administration	Administer the construction contracts following the PLA requirements as advised by the Program Manager and as per the NCDPW Procedure Manual for Project Management and the Bay Park Construction Management Manual.	All Construction Management Staff

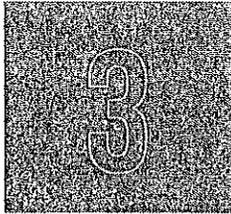
TASK NO	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.3	Site Conditions	Investigation of existing conditions and prompt reporting of deviations to the Design Engineer, Program Manager, and NCDPW. Collaborate to devise appropriate modifications if required.	Resident Engineer, Inspectors
2.1.4	Quality Assurance	Prepare and implement Quality Assurance Program including testing, controlled inspection, and routine observation of the work. Report any defective and/or non-conforming work to NCDPW, the Program Manager and Design Engineer. Recommend corrective actions. Track all defective and non-conforming work through correction and final construction contract acceptance by NCDPW.	All Construction Management Staff
2.1.5	Scheduling	Construction Contractor to prepare and update the Master Construction Schedule with cost and resource loading. Monitor schedule accuracy and completeness, review baseline and updates, prepare reports, provide analysis of delays, negotiation of delay claims and make recommendations for recovery or necessary changes to recovery. Utilize Primavera P-6.	Construction Manager, Resident Engineer, Project Controls (Scheduler)
2.1.6	Cash Flow Forecast	With the Construction Contractor, prepare cash flow forecast for entire project, submit revisions when required, and forward to the Program Manager for integration into master program budget.	Construction Manager, Resident Engineer, Project Controls (Scheduler)
2.1.7	Monitor Progress	Monitor Construction Contractor work progress, prepare daily reports of progress and all pertinent details, augment with photographs. Report to and work with NCDPW on resolution on any action by others that may impede the progress of the work.	All Construction Management Staff

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.8	Information Management System	Utilize the Program Manager templates and programs (SharePoint and Contract Manager) for the processing of all project documents, generate logs and variance reports, maintain paper and electronic project files. Receive and log Construction Contractor shop drawings, submittals review for completeness and distribute. Collect and compile as-built, O&M, spare parts and attic stock, manage transfer to plant operations.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)
2.1.9	Construction Contractor Payments	Receive CC payment requests, review based on progress of work and cost-loaded schedule. Forward recommendation for payment to Program Manager.	All Construction Management Staff
2.1.10	Meetings	Attend/lead regular Job Progress Meetings, weekly meetings with NCDPW, the Program Manager and the Design Engineer. Prepare and distribute meeting minutes and agenda. Special meetings as required.	Construction Manager, Resident Engineer, Project Controls
2.1.11	Reporting	Create monthly written progress reports and distributed to NCDPW and the Program Manager before the 10th of each month. Reports to include: A. Executive Summary B. Progress Narrative C. Issues Report D. Change Orders Log E. CC Payment Summary F. Budget Report G. Log of Non-Conforming Work H. Attachments (photos, logs, reports, etc.)	Construction Manager, Resident Engineer, Project Controls (Office Engineer/Scheduler)
2.1.12	Safety	Require Construction Contractor to submit their safety program. Inform NCDPW and Program Manager of safety related information. Promote safety and endeavor to guard against the creation of unsafe conditions.	All Construction Management Staff

TASK NO	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.13	Changes	Review supplementary bulletins prepared by the Design Engineer, prepare cost estimates, review Construction Contractor proposals, submit formal recommendations to NCDPW and the Program Manager, delineating scope and reason for change, assist NCDPW in change order negotiations. Log all RFI, bulletins, proposals and change orders and upload to Contract Manager Information System.	Resident Engineer, Project Controls (Office Engineer)
2.1.14	Partial Occupancy and Beneficial Use	Assist NCDPW in determination of partial occupancy dates and assist with obtaining temporary occupancy certificates, review lists of incomplete/unsatisfactory work from Design Engineer, prepare schedules, and monitor completion/correction of the work. Attend site review with the Program Manager prior to declaration.	Resident Engineer, Inspector
2.1.15	Field Office	A temporary office trailer will be provided by the GC for use during the construction phase. The Bay Park facilities are available for use for meetings.	All Construction Management Staff
2.1.16	New York State Revolving Fund Project	Comply with NYSEFC program requirements and assure the Construction Contractor's compliance with NYSEFC bid packet and guidance documents and forms. Administer the program and provide required compliance information.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)



TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.2 Construction Close-Out Services			
2.2.1	Contract Close-out	Conduct final inspections with the Design Engineer, the Program Manager and NCDPW. Prepare detailed punch lists, (multiple final inspections will be required for project phases). Compile record documents. Review as-built drawings from the Construction Contractor for completeness, submit to the Design Engineer. Schedule and record the training of County personnel.	Construction Manager, Resident Engineer, Inspectors Project Controls (Office Engineer)
2.2.1	Possible Additional Services for Close-out	Digitize contract close-out documents.	Construction Manager with In House CAD or other Support Staff
2.2.2	Construction Contractor Claims and Disputed Work	Review claims for additional compensation and/or time. Confer with the Design Engineer, the Program Manager and NCDPW and advise on merits of claim recommend resolutions, attend meetings, prepare written responses.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)
2.2.3	Limitation of Services	Perform services of a Professional Construction Manager.	All Construction Management staff



Experience/Qualifications of the Firm

Gannett Fleming brings the experience needed to successfully oversee the construction activities being performed at the Roslyn Village, Morgan Park, and Shore Road collection pump stations. We understand the goals and key issues associated with this project and will utilize our past experience with NCDPW, understanding of effective storm hardening and flood proofing elements, and ability to successfully manage concurrent construction activities at multiple sites to make certain work is performed in accordance with all plans and specifications, as well as building codes and OSHA requirements.

Gannett Fleming has implemented storm hardening and flood mitigation measures at numerous pump stations and water treatment facilities throughout the NY Metropolitan area. Similar to the scope of this project, these facilities have required the design

and construction of *wall reinforcements, submersible doors, and new flood-proof windows*. Serving as the construction manager for the *NCDPW Bay Park Sewage Treatment Plant, Stormwater Pumping Stations* project, Gannett Fleming oversaw the construction of enhancements within the perimeter flood wall/earthen berm, which will help to mitigate the potential for future tidal back-ups throughout the stormwater system. In addition, as part of our work at the *NYCDEP's Newtown Creek WPCP*, we are inspecting the construction of flood rated doors, walls, gates, barriers and concrete knee walls; relocation of mechanical and electrical equipment; water repellent application; and waterproofing. Through our understanding of the specific flood proofing and storm hardening scope items, we will provide effective inspection services so that these facilities are able to withstand any future severe storm events.

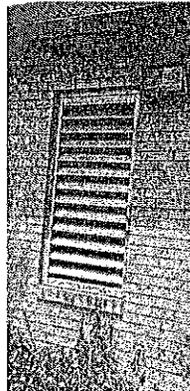
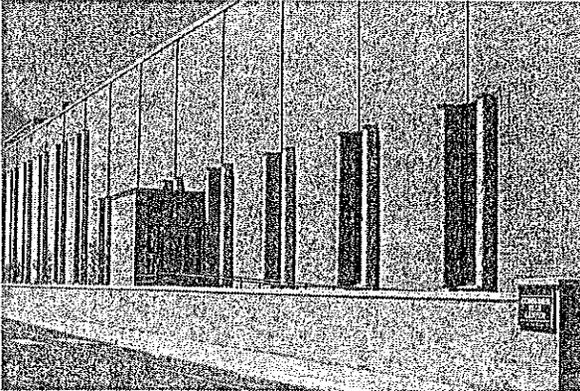
Over 25 year history with the NCDPW

Deep breadth of staff with over 300 CM personnel firm-wide

More than 50 projects requiring storm hardening and flood mitigation efforts

Ability to successfully manage concurrent work at multiple sites while maintaining operations





Gannett Fleming has managed and inspected the construction of many of the same flood protection elements required by this project, including flood walls, doors, gates, and barriers.

We understand the key role these pump stations play in NCDPW's operations, and bring proven experience providing concurrent construction inspection services at multiple sites while maintaining operations. As part of the *Baltimore County Department of Public Works On-Call Pump Station Engineering and Construction Services* contract, Gannett Fleming served as a trusted advisor to inspect and assess several pump stations within Baltimore County's system on an as-needed basis. Our team was able to mobilize inspectors quickly and efficiently to provide construction support and inspection services throughout the duration of the contract. Additionally, Gannett Fleming oversaw the construction of the *Anne Arundel County's Parole Sewage Pump Upgrade Phase II* contract, which required maintaining the Parole Pump Station operations during major renovations, including the successful implementation of a new sewage bypass system. Our team coordinated closely with the client, contractor, construction personnel, and project stakeholders to make certain that the facility's systems and processes remained uninterrupted.

The technical knowledge gained from these projects will enable our firm to anticipate, navigate, and resolve the challenges inherent in this type of construction. We are not only experienced with the same types of improvements needed to

protect the three pump stations included in this contract, but have also demonstrated our ability to prioritize maintenance of plant operations during these projects. Additionally, we will draw on our team's extensive knowledge of NCDPW's policies, procedures, and project staff to make certain all construction activities are performed in a high-quality manner that meets or exceeds NCDPW's expectations.

Project Profiles

To demonstrate our experience, Gannett Fleming has provided a sample of our most recent and relevant projects on the following pages. These profiles illustrate our technical prowess, familiarity with the project scope, and success adhering to project controls measures, such as schedules and budgets. A matrix indicating our additional relevant storm hardening and flood mitigation experience is provided for review at the end of this section.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

**Bay Park Sewage Treatment Plant, Stormwater Pumping Stations –
Construction Management Services**

EAST ROCKAWAY, NEW YORK

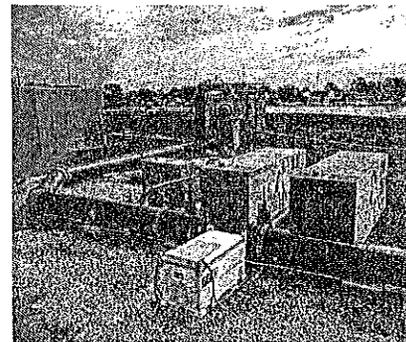


DATE OF COMPLETION:
Ongoing

CONSTRUCTION COST:
\$16M

CONSTRUCTION MANAGER:
Lazarus Frandino, PE

CLIENT REFERENCE:
Damon Urso, (516) 571-7534



**PROJECT
DESCRIPTION**

Gannett Fleming is providing construction management services to NCDPW for the construction of two stormwater pumping stations at the Bay Park Sewage Treatment Plant. This includes an 8.4 MGD pump station at the north catchment area and a 38 MGD pump station at the south catchment area, as well as the installation of new pumping equipment and electrical/controls systems. This project will serve as an enhancement within the perimeter flood wall/earthen berm to mitigate the potential for future tidal back-ups throughout the stormwater system, and will also have the ability to collect and transport stormwater from the plant property. Our firm is providing construction management, resident engineering/inspection, office engineering, scheduling,

as well as cost estimating and health and safety services.

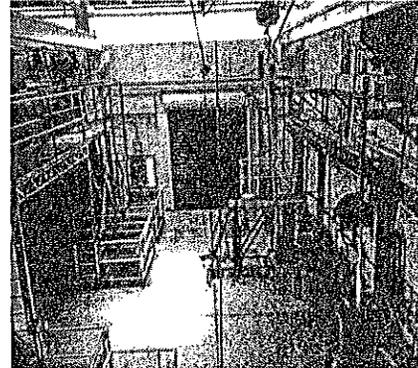
Included in the project is the installation of 2 interim Stormwater pumping systems which incorporate 11 critically silenced diesel pumped and above ground 24" and 36" piping headers.

The north pump station includes three (3) 45 horsepower submersible pumps and 12" and 18" mechanical joint ductile iron piping. The south pump station includes four (4) 135 horsepower submersible pumps and 20" and 36" mechanical joint ductile iron pipe. A new MCC will be constructed to service each pump station. Dedicated control systems and SCADA systems will be installed.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

Bay Park Sewage Treatment Plant, Influent Screening Facilities Improvement Project

EAST ROCKAWAY, NEW YORK



DATE OF COMPLETION

2017

CONSTRUCTION COST

\$12M

CONSTRUCTION MANAGER

Lazarus Francino, PE

CLIENT REFERENCE

Damon Urso, (516) 571-7534

PROJECT DESCRIPTION

NCDPW has undertaken a full repair and upgrade to the Bay Park Sewage Treatment Plant (Bay Park) as a result of Superstorm Sandy. As part of this \$800 million overall upgrade program, Gannett Fleming provided construction management services for the upgrade to the influent screening facilities. Our firm's services included resident engineering, resident inspection, office engineering, scheduling, cost engineering, and health and safety services for the pumps and appurtenances; four screens; and the electrical; mechanical; heating, ventilating, and air-conditioning (HVAC) systems; and odor-control facilities. The project also included roof repairs and new skylights.

Under this project, all four influent bar screens were replaced, including access platforms and accessories, hydraulic sluice gate operators stems and guides, manually operated sluice gates, stems, guides and supports, as well as dewatering pumps, guiderails, and associated piping and fittings. The four new mechanically cleaned bar screens, associated controls, and access working platforms were installed, in addition to new sluice gates, stems guides, supports, floor stands, and electric motor operators.

The bar screens were installed in phases, one at a time, to allow the facility to handle the average-daily plant flow (two screens

required), and to allow one bar screen to be available for a wet weather maximum flow contingency. Maintenance of facility operations was a major factor in this phasing. In addition, we had the ability to test, start-up, and train the operators as each bar screen came online. This created the need to turnover each bar screen to operations for beneficial individually.

The chambers around the screens were also repaired (structural concrete repair). The entire bar screening facility building was updated including a new order control system and stainless steel ductwork. The 2 existing MCC's were replaced. All new conduit and wire was installed for all the equipment within the facility. All the personnel doors and rollup garage doors were replaced. The entire heating system was replaced including all the hot water supply and return piping system, unit heaters. Three (3) new roof mount air handling units were installed.

PROJECT CONTROLS SUCCESSES

Our firm paid particular attention to various safety aspects during construction operations, including confined space entry, fall protection, and lockout/tagout (LOTO) procedures.

We also prioritized maintenance of plant operations (MOPO) by implementing a MOPO Plan and working closely with the various stakeholders to expedite the project schedule. The bar screens, originally the critical path, were completed and given to the plant for beneficial use 66 days ahead of schedule.

LESSONS LEARNED

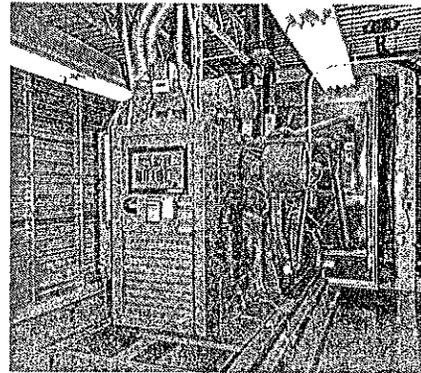
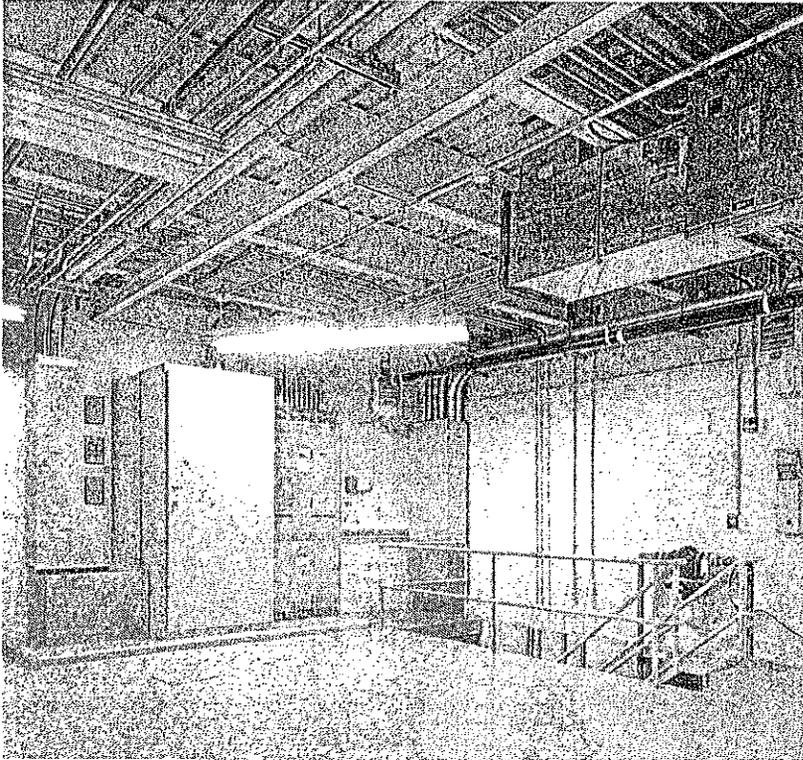
The screens were in a state of disrepair, and the issue of a bar screen breaking down while one is being replaced did occur. To mitigate this issue, spare parts for the existing bar screens were ordered ahead of time, and an allowance item was developed to repair the screens as needed on a time and material basis. This avoided the issue of having two screens unavailable. The allowance enables on-call repairs to take place as new work is being installed.

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

Sewer District No. 21 - Effluent Pump Station Improvements

Construction Management Services

STONY BROOK, NEW YORK



DATE OF COMPLETION
2015

CONSTRUCTION COST
\$1.3M

CONSTRUCTION MANAGER
Lazarus Francino, PE

CLIENT REFERENCE
Ben Wright, (631) 852-4188

PROJECT DESCRIPTION

Gannett Fleming provided construction management services for the effluent pump station improvements at the Suffolk County Department of Public Works Sewer District No. 21 SUNY-Stony Brook's wastewater treatment plant (WWTP).

The 6.5-mgd pump station has an average dry weather flow of 1.8 mgd. The influent pump station lifts incoming sewage and pumps it to the WWTP. The pump station consists of two main sewage pumps, one small jockey pump, and a two-chamber wet well interconnected by a sluice gate and

dry well. The pumps are dry-pit submersible pumps with variable frequency drives. The jockey pump is used to transfer wastewater during low flow periods.

Our firm developed and implemented a planned, construction staging schedule to maintain pump station operation during the construction period.

PUMP STATION IMPROVEMENTS

- 450-kW natural gas-fired standby generator with roof-mounted catalytic converter and silencer



-
- Electrical distribution system for normal and standby power
 - Electrical panelboards
 - Fire alarm system
 - Heating, ventilation and air-conditioning (HVAC) systems and controls
 - Doors and exterior brick facade repairs
 - Roof system with safety railing
 - Removal and disposal of asbestos-containing material

CONSTRUCTION MANAGEMENT SERVICES

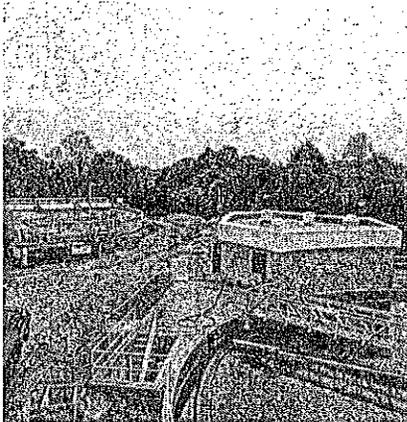
- Full-time resident engineering services
- Monthly job conferences
- Maintenance of plant operations during critical construction staging and shutdowns
- Start-up testing and acceptance of new equipment
- Shop drawing submittals and requests for information tracking logs



SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

Sewer District No. 21 – Wastewater Treatment Plant Improvements

BROOKLYN, NEW YORK



DATE OF COMPLETION
2015

CONSTRUCTION COST
\$12M

CONSTRUCTION MANAGER
Lazarus Francino, PE

CLIENT REFERENCE
John Donovan, PE
(631) 852-4184

PROJECT DESCRIPTION

Gannett Fleming provided design and construction management services for the Suffolk County Department of Public Works Sewer District No. 21's wastewater treatment plant (WWTP) improvements. The WWTP became operational in March 1989. It was designed for an average flow of 2.50 mgd and will be upgraded to 2.80 mgd to accommodate the future expansion of SUNY Stony Brook University. As a result of the Long Island Sound initiative, the plant discharge must meet the New York State Department of Environmental Conservation's (NYSDEC) State Pollutant Discharge Elimination System (SPDES) permit limit for effluent total nitrogen of 40-pounds-per-day by the year 2014.

PROJECT FEATURES

- Oxidation ditch equipment replacement and biological nutrient removal control system provided
- New denitrification filter and influent pump station
- New gravity belt thickener
- Final clarifier internal components replacement
- Gravity thickener internal components replacement
- New odor control system
- New sodium hypochlorite, sodium hydroxide, and methanol storage and feed systems
- New return activated sludge/internal mixed liquor recycle pumps/waste activated sludge pumping systems
- New plant-wide supervisory control and data acquisition (SCADA) system
- New emergency generator
- New fire alarm system location
- New heating, ventilation, and air-conditioning (HVAC) systems and controls
- Asbestos-containing material removal and disposal
- A carefully planned construction staging schedule was developed and implemented to maintain the WWTP in operation during the construction period.

SCOPE OF SERVICES

- Wastewater treatment plant upgrades
- Construction staging
- Start-up/operation services
- Construction management services
- Project completion, within budget, and less than 3 percent change orders
- Provided full-time Resident Engineer
- Conducted monthly job conferences
- Resolved change order and construction issues
- Provided strategic construction planning for phased-in beneficial use
- Provided start-up testing and acceptance of new equipment
- Performed final completion inspections
- Reviewed shop drawing submittals and request-for-information tracking
- Coordinated with design services during construction
- Coordinated with plant management and owner's engineering and municipal staff

ACCOMPLISHMENTS

- Gannett Fleming's performance of construction management services were extremely beneficial for this project, having provided previous design services at the WWTP facility.
- Reduced learning curve at construction start
 - » Resident Engineer performed constructability review of all designs
- Reduced request-for-information submittals
- Resolved all issues, proactively, as items arose
- Maintained direct-line-of-communication between the client and the design engineer for resolution of field issues
- Provided the Resident Engineer with direct access to technical specialists and designers for expedited response to questions

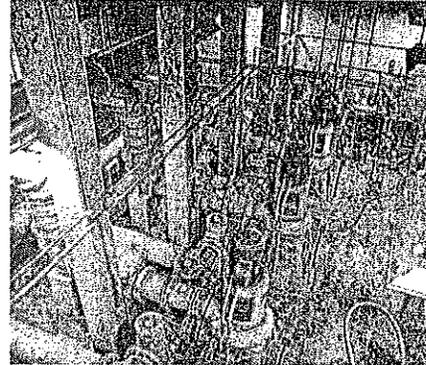
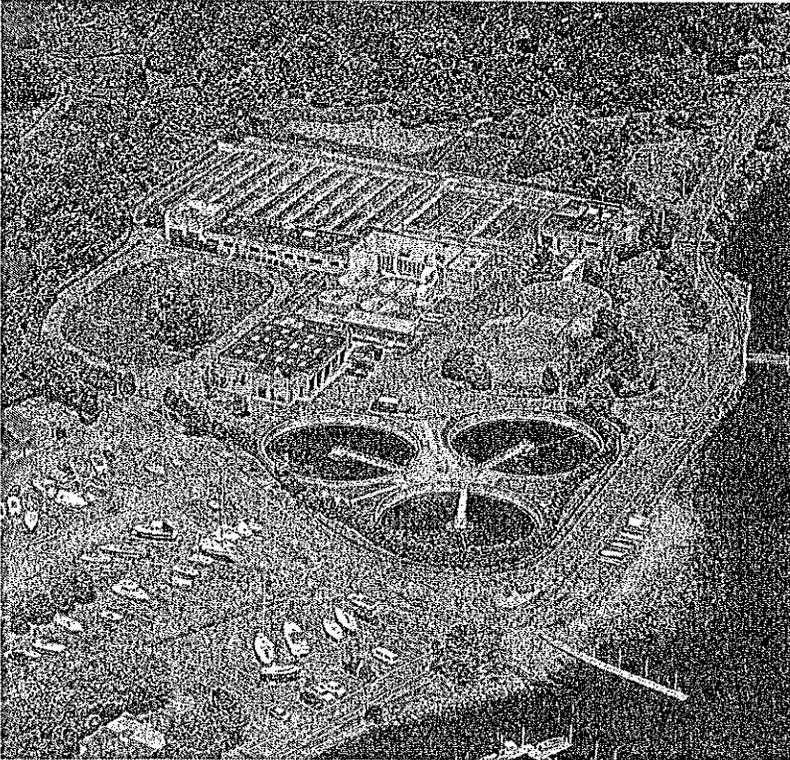
AWARDS

- Gold Award, 2016, American Council of Engineering Companies of New York.



TOWN OF GREENWICH, CONNECTICUT DEPARTMENT OF PUBLIC WORKS

**Grass Island Wastewater Treatment Plant – Process Pumps and Control Upgrade
GREENWICH, CONNECTICUT**



DATE OF COMPLETION
2014

CONSTRUCTION COST
\$3.2M

CONSTRUCTION MANAGER
Ramsaywak Itwaru

CLIENT REFERENCE
**Richard Feminella
(201) 622-7844**

PROJECT DESCRIPTION

Gannett Fleming provided engineering design services and construction management services for improvements to the Grass Island Wastewater Treatment Plant. The plant was designed for an average flow of 12.5 mgd and a peak flow of 31 mgd. Our firm provided the design for return activated sludge (RAS), waste activated sludge (WAS), and final effluent (FE) pumps, as well as associated control systems upgrades.

PROJECT FEATURES

- RAS, WAS, and FE pumps and motors evaluations
- Suction and discharge piping and valves evaluations
- Pumping capacity and operating conditions reviews to confirm pump sizing adequately meets current and future plant requirements
- Electrical/instrumentation designs to integrate new pump controls with the existing Invensys/Foxboro supervisory control and data acquisition (SCADA) system
- Maintenance of plant operations development (for use during construction)
- Construction bid documents preparation
- Construction management

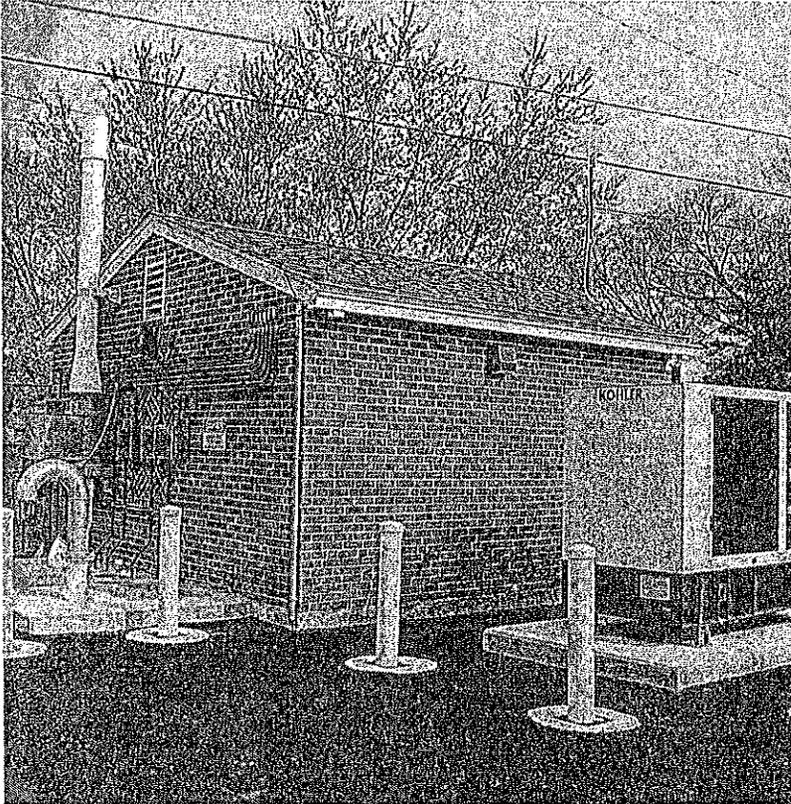
SCOPE OF SERVICES

- New RAS, WAS, and FE pumps and motors
- New variable-frequency drives and pump control panels
- Motor control center and distribution panel replacement (to accommodate new pumps and controllers)
- New pump controls integrated with existing Invensys/Foxboro SCADA system
- New graphic displays incorporated into the existing Foxboro system
- New RAS/WAS magnetic flow meters and transmitters

BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS

On-Call Pump Station Engineering and Construction Services

BALTIMORE COUNTY, MD

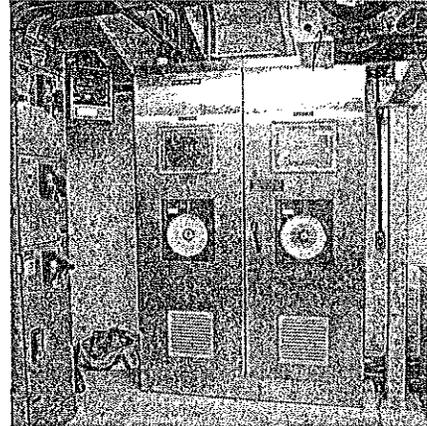


DATE OF COMPLETION
2013

CONSTRUCTION COST
\$2.4M

CONSTRUCTION MANAGER
Eliq Livay, PE, PMP

CLIENT REFERENCE
Glen Keller, (410) 887-3765



PROJECT DESCRIPTION

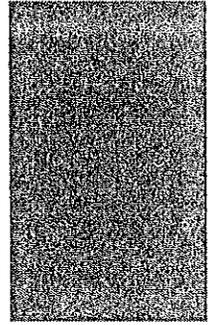
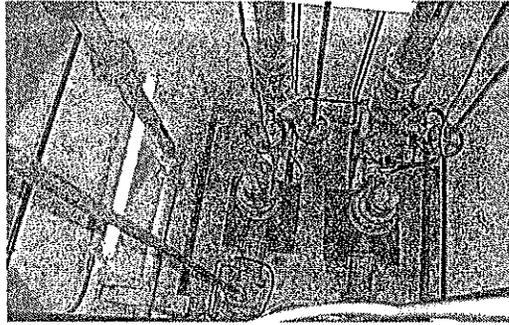
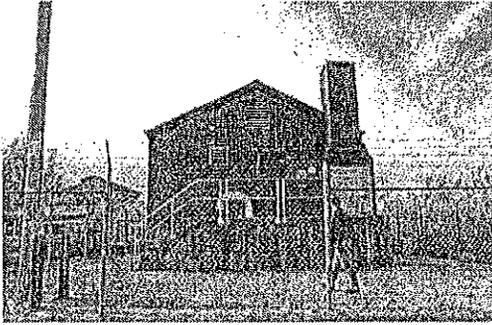
Gannett Fleming provided design and construction support of improvements to multiple pumping stations within the Baltimore County Department of Public Works system. These assignments required complete assessments of existing conditions and development of plans to provide reliable, energy efficient, and low maintenance operation.

WEST INVERNESS PUMP STATION

The West Inverness Wastewater Pump Station is located in Dundalk, MD. The 700 gpm station was built in 1955 and is a dry-pit/wet-pit configuration. For this project,

design services included replacement of the mechanical and electrical equipment, two new dry pit pumps, piping, motor control centers, control, instruments, and heating, ventilation, and air-conditioning (HVAC) system. The improvements also included the replacement of architectural features, a new precast-concrete flowmeter vault, and the raising of the wet well to grade.

Construction phase services including attendance with progress meetings, RFI responses, submittal review, and other services.



PROJECT SUCCESSES

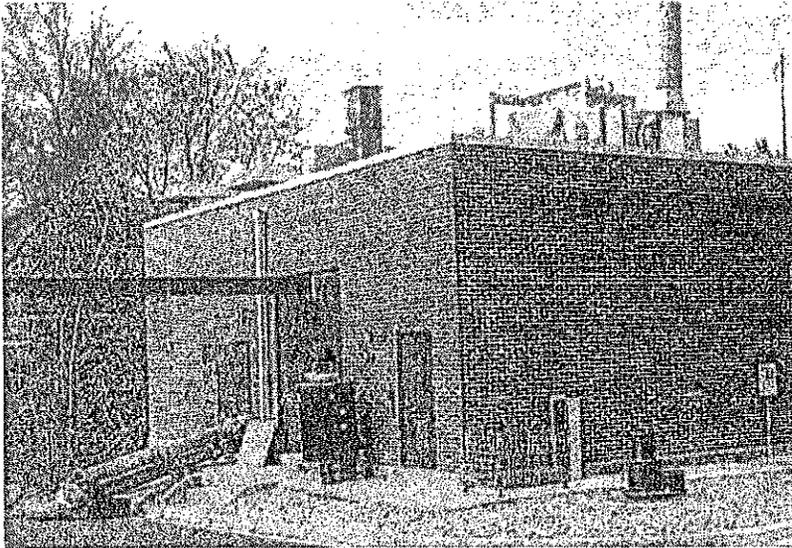
This project was completed with zero lost time accidents during all phases of the work, and the project delivered within budget. Gannett Fleming was awarded an additional assignment as a result of the quality of the work.

WILLOW AVENUE PUMP STATION

The scope of work for the Willow Avenue Pump Station is very similar to the West Inverness Station with regard to the evaluation of existing conditions and station components, and the recommendations that Gannett Fleming made for upgrades. The conditions of all station components were evaluated, and a final report summarizing our findings and recommendations was submitted and accepted by the County.

CATONSVILLE PUMP STATION

Gannett Fleming also assessed the Catonsville station and made recommendations for upgrades. The investigation included evaluating alternatives for new influent sewer and force main.

ANNE ARUNDEL COUNTY**Construction Management Services for Parole Sewage Pump Upgrade Phase II****ANNE ARUNDEL COUNTY, MD**

DATE OF COMPLETION
2011

CONSTRUCTION COST
\$6.1M

CONSTRUCTION MANAGER
Scott A. Schriener

CLIENT REFERENCE
Victor Kibec, (410) 222-7620

PROJECT DESCRIPTION

Gannett Fleming provided bid- and construction-phase services for the rehabilitation of the Parole Sewage Pump Station, a 4 mgd average flow station, serving Annapolis. This station serves as an integral part of the metropolitan Annapolis sewage collection system, and the improvements enhanced the current and future demands of this growing commercial and residential community. Sewage flows were pumped to the Annapolis Water Reclamation Facility. This was two-year construction management and inspection project.

The pumping station was an existing, in-ground cast-in-place concrete wet well/dry well type station that housed dry pit submersible pumps, motor control center, process equipment facilities, and instrumentation controls. It was a brick

masonry structure control building. The station underwent major improvements, including the replacement of two of the three pumps with motors, valves, and piping; the replacement of the motor control center and installation of a new standby generator system; and installation of new process and heating, ventilation, and air-conditioning (HVAC) equipment. External improvements included a new roof system, fencing, pavement modifications, and masonry restoration.

Bid-phase services included providing a constructability review, technical consultations with the designer and the County to review and respond to bidder questions, and assistance with the design of the bypass pumping system.

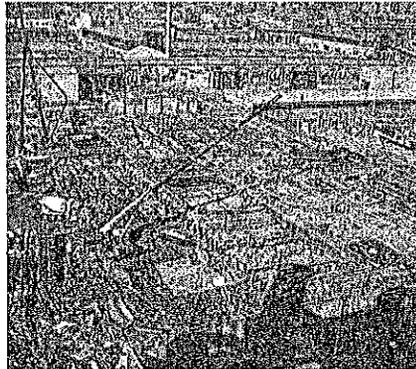
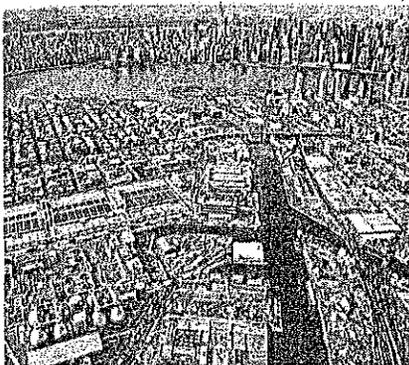
Construction-phase services included implementing our project management plan and full-time project management services, including conducting construction-related meetings; providing monthly reports to the County; and coordinating submittals, requests for information, and contract records. Inspection services included full-time on-site inspection, video and photo documentation of job progress, record-keeping, coordination with private utility services, coordination of equipment testing, and final inspection.

A major challenge for this project was been maintaining Parole Pump Station operation during these major renovations, including the successful implementation of the sewage bypass system. Other station features included a new odor control system using a cross flow scrubber absorption system, replacement and

redesign of the bridge crane and girder hoist, new electrical and instrumentation control systems, and the construction of an exterior pad-mounted standby generator.

Our firm provided construction management services, including technical consultation, project management, and full-time inspection services. To assist with project management, we implemented a customized information management system. This approach fostered not only improved communications and document control but also helped achieve sustainability objectives by promoting paperless reporting and tracking.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
Newtown Creek Water Pollution Control Plant
BROOKLYN, NY



DATE OF COMPLETION
 2017

CONSTRUCTION COST
 \$290M

CONSTRUCTION MANAGER
 Brian Walker, ENV-SP

CLIENT REFERENCE
 Kevin Donnelly,
 (718) 595-3041

PROJECT DESCRIPTION

Gannett Fleming, as part of a joint venture, provided construction management services for 14 construction contracts to upgrade the Newtown Creek Water Pollution Control Plant (WPCP) for the New York City Department of Environmental Protection (NYCDEP). The work involved upgrades to the central residuals building; the sludge barging facilities, along and within Newtown Creek; modifications to the main building's northwest wing; reconstruction of the South Battery of aeration and final tanks, reconstruction of the South Control buildings; the addition of a new grit facility building; improvements to the trunk sewer; and improvements to the site stormwater around the entire facility.

The WPCP upgrade was under a Consent Order from the U.S. Environmental Protection Agency and the New York State Department of Environmental Conservation (NYSDEC). Located in Brooklyn's Greenpoint neighborhood, the WPCP underwent a major, long-term upgrade that began in 1999. Our firm provided construction management services during Phase 3 of the upgrade program.

PROJECT FEATURES

- Minor Demolition- Contract NC-50 Sludge Loading Dock: Demolition of an above ground sludge storage tank (approx. 50,000 gallons). Removal/demolition of rotary batch reactor tanks.
- Flood Rated Doors
- Fire rated construction Contract NC 41 Central Residuals Building: This building was constructed to NYC Building codes. The installation of fire rated doors, partition and sealant for room to room penetrations.
- Electrical and Mechanical equipment relocation
- Flood walls, gates, barriers for buildings Contract NC-50 Sludge Loading Dock: Construction of reinforced concrete loading dock at Whale Creek, tributary to Newtown Creek to East River. Dock was constructed on 60 ton "H" piles.
- Wall penetrations
- Water repellent application
- Concrete knee walls
- Carbon FRP wall reinforcement system

- Brickwork-Contract NC 41 Central Residuals Building: Approx. 40,000 sq.ft. of glazed brick (exterior), with 25,000 sq. ft. of reinforced masonry on interior of building.
 - Curb, sidewalk and driveways Contract NC 41 Central Residuals Building & Contract NC-50 Sludge Loading Dock: Access of 4,000 linear feet of steel face curb installed, 20,000 sq. ft. of sidewalks, and 100,000 sq. ft. of asphalt pavement for parking lots.
 - Stairways Contract NC 41 Central Residuals Building: Concrete reinforced stairwells were constructed. Seven separate stairways within the building. Stairways constructed to fire-rated standards with code required egress lighting.
 - Flood-tight hatches
 - Waterproofing- Contract NC 41 Central Residuals Building This building was constructed at levels from -19 ft. to at sea level. Concrete floors and foundations were waterproofed using latest methods and technologies.
 - Replacing link-seal systems
 - Submersible sump pumps and controls
- » Con Edison
 - » Brooklyn Union Gas
 - » New York Telephone
- NYCDEP Sewer Construction
 - NYCDEP Water Construction
 - Pavement Marking of Bureau of Traffic Operations Highway Control Division
 - Bureau of Fire Communications coordination
 - Street Lighting for Bureau of Traffic Operations
 - Traffic Stipulation New York City Department of Transportation Office of Construction Mitigation and Coordination Bureau of Permit Management
 - Traffic of Bureau of Traffic Operations, Buckeye Pipeline
 - NYCDEP Division of Review and Compliance
- Traffic was maintained for the New York City Department of Sanitation for a Transfer Station as well as for contractors working at the WPCP upgrade (4 billion dollars of construction). There were many stages that were required for the Maintenance and Protection of Traffic.

PHASE 3 CONSTRUCTION SCOPE

- Early project construction included new roadway and utility installations
- Sanitary sewer lines, storm sewers, water and distribution mains, and fire alarm conduit installations
- Storm sewer work involved connecting into 90-inch interceptor sewer via a new chamber
- Numerous utilities required close coordination

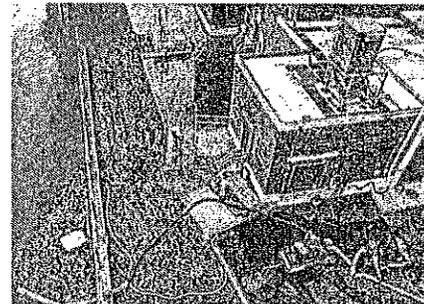
SCHEDULE

Condition assessment and inspection repairs to concrete final tanks and channels were finished ahead of schedule. The final tank reconstruction project was completed ahead of schedule and under budget for construction management services. The new grit facility with new, major sewer headworks piping and stormwater site system was completed ahead of schedule.

NEW JERSEY AMERICAN WATER

Raritan-Millstone Water Treatment Plant – Short-Term/Long-Term Flood Protection and Stormwater Pumping System Improvements

MILLSTONE, NJ



PROJECT DESCRIPTION

The Raritan-Millstone Water Treatment Plant (WTP) is located at the confluence of the Raritan and Millstone rivers in Bridgewater, New Jersey. The WTP treats surface water from the Raritan River; Millstone River; and the Delaware and Raritan Canal; and it provides drinking water to approximately 1 million New Jersey residents (average day 100 mgd).

Its prime river location makes it susceptible to flooding. A berm and wall system around the plant provides protection from flooding to an elevation of 44.00 feet (approximately 5 feet above plant grade), when the Raritan River floods its banks. During Hurricane Irene and Superstorm Sandy, it became clear that removing water from the site presented risks that could put the whole site in jeopardy.

SHORT-TERM

Gannett Fleming provided services for short-term stormwater improvements at the Raritan-Millstone water treatment plant for New Jersey American Water. Short-term improvements allowed the plant personnel to rapidly respond to internal drainage within the flood reduction levee system that surrounds the 2 mgd water treatment plant. Gannett Fleming provided design, contract drawings, specifications, and construction observation services for the installation of gates, valves, and permanent pump discharge piping with aboveground headers to accept multiple quick connect pump discharge hoses which outlet water outside the earthen embankment in a manner, not damaging the embankment levee.

Gannett Fleming also assisted with the stability review and rehabilitation of an existing 6-foot-tall, 200-foot-long concrete block wall which provided riverside protection and was in distress. Stability review included a site specific subsurface exploration, laboratory testing of the soil samples obtained, and engineering analysis utilizing the findings. Analysis of the existing wall and design of the reconstructed wall (to be 12 feet tall) was conducted in accordance with USACE design criteria. Upon review of the conceptual Geotechnical Report and Alternative Analysis, Gannett Fleming was requested to perform final design, prepare contract drawings and specifications, and provide construction management duties for construction of a replacement cast-in-place concrete T-wall.

Gannett Fleming conducted a long-term flood probability study for the flood protection project at the water treatment plant. Scope included performing project communications; attending project meetings; performing data collection, visual field inspection, and a field cross-section survey of the selected Raritan River beach; developing engineering hydrology for the selected beach; conducting a hydraulic analysis for the selected beach; performing a flood risk analysis at the water treatment plant; and preparing a hydrologic analysis and preliminary flood risk assessment study report.

LONG-TERM

Gannett Fleming assisted with the WTP Long-Term Flood Protection and Stormwater Pumping Station System Improvements. This scope included:

- Adding stormwater piping valves
 - » Prevents high river water from surcharging into the plant
- Adding permanent discharge header systems
 - » Allows plant personnel to connect portable pumps to discharge stormwater from within the plant during high water events
- Providing plant levee protection system and stability review
- Adding three 7.2-mgd flood protection stormwater pumping systems
- Adding outfall protection on the outside of the berms, including headwalls, riprap, and flapper valves

The design provided three culverts, under the berm, by slip-lining existing reinforced-concrete pipe with polyethylene pipe. The culverts were designed to operate by gravity, during normal non-flood conditions.

During flood conditions, the gravity system was isolated and pressurized as a force main by using temporary pumps to move the collected stormwater through the conveyance system. A discharge header system, at each location, allowed plant operators to mobilize and connect portable pumps quickly and safely as part of the emergency procedures required before a major storm.

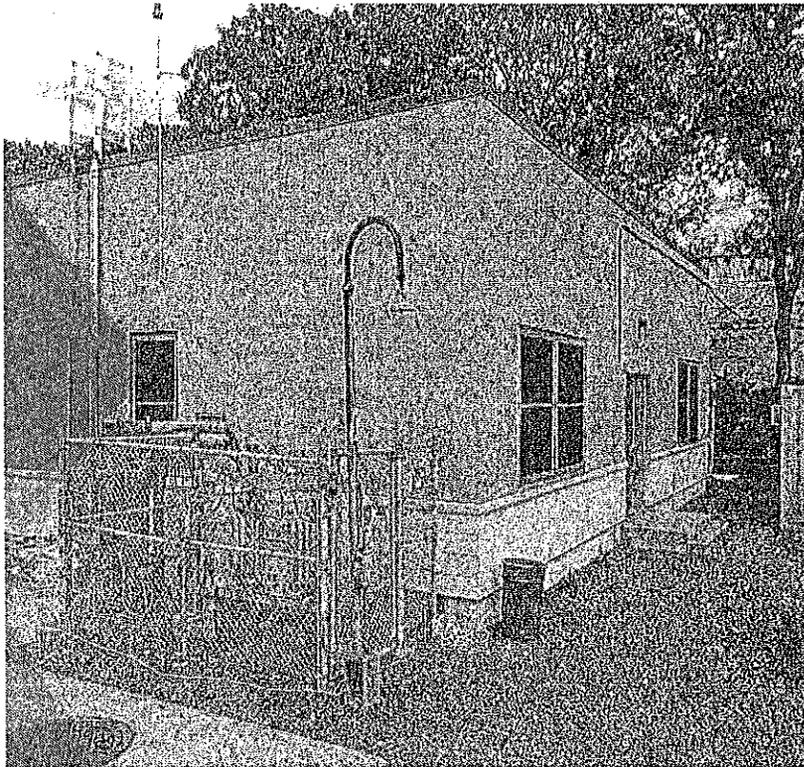
PROJECT SUCCESSES

- Developed long-term flood protection and pumping systems
- Satisfied expedited design and construction schedule to protect site from other storm events

PUBLIC SERVICE ELECTRIC AND GAS

East Rutherford Switchyard Control Building Renovations

EAST RUTHERFORD, NJ

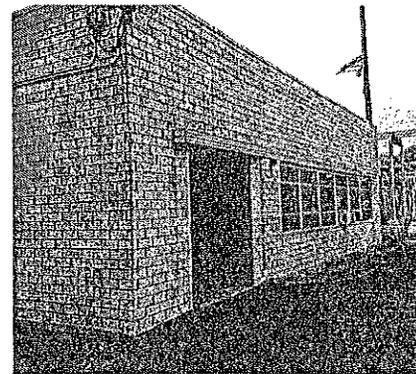


DATE OF COMPLETION
2015

CONSTRUCTION COST
\$1.1 Million

CONSTRUCTION MANAGER
John Bradley

CLIENT REFERENCE
Sal Bordanaro, (610) 765-5598



PROJECT DESCRIPTION

Gannett Fleming provided engineering, procurement, and construction services to facilitate renovations to the control building within East Rutherford Switchyard. Specific scope items included the following:

- Re-facing the exterior of the building;
- Replacing all windows and doors to Aurora standard (PSE&G and NERC CIP security requirements). New doors included card readers and associated hardware, new windows included operable Medium Security screens
- Remodeling the existing bathroom, including new plumbing fixtures, stalls, and flooring
- Installing new flooring throughout the entire building;
- Installing a redundant heating, ventilation and air conditioning system for the entire building;
- Replacing all interior and exterior lighting;
- Replacing existing sump pumps in underfloor raceway system;
- Installing an exterior ladder to the roof; and
- Evaluating the roof condition to determine if replacement is needed. Evaluation included asbestos testing.

STATION LIGHT AND POWER UPGRADES

The project also included the replacement of the station light and power (SL&P) system which entailed:

- Removal and replacement of both 26kV/440v transformers (primary and backup) and all associated feeds into control house
- Installation of new SL&P switchgear and enclosure within 26kV yard
- Removal and replacement of new potheads for SL&P feeds in 26 kV yard
- Installation of new structural framework in 26kV yard as necessary for secondary feeds
- Installation of external surge arrestors for each transformer

FLOOD MITIGATION EFFORTS

Another part of the overall project was the design and construction a comprehensive flood mitigation system for the control building and yard. This included:

- The removal and replacement of the existing primary storm water manhole and single pump with a larger volume manhole and a dual pump system complete with localized control panel and alarms. Repairing and upgrading the storm drainage system; redesigning the pump system, gate valve, and electrical feed;
- Designing and installing a bituminous berm to control and channel runoff;
- Sealing existing empty and abandoned conduits.
- To prevent water infiltration, we also raised concrete electrical vaults, and re-graded the area surrounding the vaults.

Gannett Fleming was also responsible for providing engineering services, attending meetings, and preparing construction documents for the entire project, with specific tasks including:

- Preparation and submittal of construction documents to PSE&G for review and approval (IFR and IFC);
- Supervision of field operations during the design and engineering phase;
- Preparation of an anticipated construction schedule;
- Outage coordination;
- Solicitation of bids from contractors and provision of a recommendation for award; and
- Construction Management services, including on-site construction supervision and as-built drawings.

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NCDPW - Bay Park STP, Stormwater Pumping Stations - CM Services	✓	✓
NCDPW - Bay Park STP - Grit Facility and Sludge Dewatering Building Improvements/ Flood Control	✓	✓
NCDPW - Pump Station Repair and Mitigation	✓	✓
NCDPW - Cedar Point Lake Stormwater Pump Station Replacement	✓	✓
Village of Northport - WWTP Upgrades, Phases I and II	✓	✓
NJAW - Raritan-Millstone WTP - Short-Term/Long-Term Flood Protection and Stormwater Pumping System Improvements	✓	✓
NYCDEP - Newtown Creek WPCP	✓	✓
SCDPW - Bergen Point WWTP Expansion	✓	✓
PSE&G - East Rutherford Switchyard Control Building Renovations	✓	✓
IFF - Building Flood Wall - CM and Design Services	✓	✓
County of Fairfax - Flood Mitigation and Monitoring, Dam Safety, and Dredging Program	✓	✓
BRSA - Blower Buildings Flood Mitigation Services and Feasibility Study	✓	✓
PANYNJ - Indefinite Quantity Contract (IQC) for Expert Professional Architectural and Engineering Services for the Design of Federally Funded Super Storm Sandy Related Repair and Resiliency Projects on an "As Needed" Basis During 2013-2017	✓	✓
PANYNJ - Facility Surveys for Hurricane Sandy Damage Assessment Brooklyn Pier Sheds 7, 9, and 11, Brooklyn, NY	✓	✓

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NJ TRANSIT - Substations A/E Design Services at Hoboken Terminal/Yard, Meadows Maintenance Complex, and Bay Head Yard, Various Locations, NJ	✓	✓
NJ TRANSIT - Inspection of Flood Damaged Elevators and Escalators at the Secaucus Junction Station	✓	✓
NJ TRANSIT - Gladstone Line Catenary Structure Replacement	✓	✓
B&T - Post-Hurricane Sandy Flood Mitigation Implementation at the Brooklyn Battery Tunnel Building	✓	✓
MNR - Preliminary Engineering Services for the Design Build of Power, Communications and Signals Infrastructure Improvements on MNR's Hudson Line - Sandy Restoration	✓	✓
NJTA - On-Call A/E Contract - NJ Turnpike NB MP 102.1 Shoulder Washout Damage Emergency Repairs	✓	✓
NJTA - On-Call A/E Contract- GSP Driscoll Bridge Navigation Channel Fender System Repairs	✓	✓
NJDOT - Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Superstorm Sandy	✓	✓
NJDOT - Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Superstorm Sandy	✓	✓
NYCT - Feasibility Studies & Design for Near & Long Term Flood Mitigation / Resiliency & Technical Construction Supports for Fan Plants, Emergency Exits, & Vents at 14 Critical Locations - Manhattan, Queens, and Brooklyn, NY	✓	✓
NJAW - Stormwater Improvements for Raritan-Millstone Water Treatment Plant	✓	✓
NJDEP - Program Manager Contractor and Environmental Assessment Field Contractors for Environmental and Historic Preservation Reviews for New Jersey's CDBG-DR Grant Program	✓	✓
ACE - Substation Design Services	✓	✓

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
SCDPW - Pump Stations 9 & 10, Flood Protection Design	✓	✓
NYCDEP - Gowanus Pump Station and Related Facilities	✓	✓
Pennsylvania American Water - Becks Run Raw Water Pump Station	✓	✓
Pennsylvania American Water - Hershey Water Treatment Plant	✓	✓
Spotsylvania County Utilities Department - Motts Run and Ni River WTPs	✓	✓
KY American Water Company - Kentucky River Station (KRS) II Water Treatment Plant at Hardin's Landing	✓	✓
Con Edison - East 16th and West 28th Street Facilities - Storm Hardening	✓	✓
Con Edison - Installation of Pass Breakers - Storm Hardening Phase 2 East 13th Street 345 kV Substation	✓	✓
Con Edison - Installation of Pass Breakers - Storm Hardening Phase 2 West 28th Street Substation	✓	✓
Con Edison - Storm Hardening of Astoria LNG Plant Salt Water Fire Pump House	✓	✓
Con Edison - The Learning Center Storm Hardening	✓	✓
Con Edison - CNG Upgrades and Storm Hardening Design at the Eastview Service Center	✓	✓
Con Edison - Substations Storm Hardening Services for Fresh Kills, Gowanus, and Goethals Substations	✓	✓
NYCSCA - PS90 Edna Cohen School, Coney Island, NY	✓	✓

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NYCSCA - PS195 Manhattan Beach, Brooklyn, NY	✓	✓
NYCSCA - PS195 William Haberle School, Queens, NY	✓	✓
NYCSCA - PS 169Q Water Penetration and Flood Elimination	✓	✓
Town of Greenwich - On-Call Storm Hardening Investigation/Upgrades	✓	✓
Town of Greenwich - Grass Island WWTP - Upgrade and Electrical Improvements	✓	✓
Borough of Lewistown - Lewistown WWTP Upgrades	✓	✓
Danville Municipal Authority - Danville WWTP Upgrades	✓	✓
LIRR - Long Island City (LIC) Yard Restoration, Long Island City, NY	✓	✓
Gilbane Building Company and NJ Department of the Treasury - Reconstruction, Rehabilitation Elevation and Mitigation Home Inspection Program Management, Statewide, NJ	✓	✓
NYCDDC - CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery A/E Services	✓	✓





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?

YES NO If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
James R. Laurita [JLAURITA@GFNET.COM]

Dated: 12/20/2019 02:21:43 PM

Vendor: Gannett Fleming Engineers and Architects, P.C.

Title: President



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.

Gannett Fleming Engineers and Architects is not a lobbying organization.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

See Consultants, Contractors, and Vendor's Disclosure Form.

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 the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES NO If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
James R. Laurita, P.E. [JLAURITA@GFNET.COM]

Dated: 12/20/2019 02:32:04 PM

Vendor:

Gannett Fleming Engineers and
Architects, P.C.

Title:

President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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: Giuseppe Tulumello
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 1 Pennsylvania Plaza, Suite 630, 250 West 34th Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Telephone: 212-967-9833

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>09/18/2018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/18/2018</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

I own 33% of Gannett Fleming Engineers and Architects, P.C.

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Please see attachment 1

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see attachment 2

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Giuseppe Tulumello , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Giuseppe Tulumello , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Giuseppe Tulumello [JTULUMELLO@GFNET.COM]

Vice President

Title

01/27/2020 10:29:26 AM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Vice President
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Treasurer
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Secretary
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Director
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Assistant Treasurer
Tulumello, Giuseppe	Gannett Fleming, Inc.	Vice President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

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: John W. Kovacs
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 730 Holiday Drive
City: Pittsburgh State/Province/Territory: PA Zip/Postal Code: 15220
Country: US
Telephone: (412) 922-5575

Other present address(es):
City: New York State/Province/Territory: Zip/Postal Code:
Country:
Telephone: (212) 967-9833

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	<u>01/03/2014</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/03/2014</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

I own 33% of Gannett Fleming Engineers and Architects, P.C.

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Please see attachment 1

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see attachment 2

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, John Kovacs, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John Kovacs, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John Kovacs [JKOVACS@GFNET.COM]

Vice President

Title

01/27/2020 10:25:17 AM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Director
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Vice President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	President
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	Director
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	Chairman
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

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: Joseph Rikk, Jr., P.E.
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 2500 Corporate Exchange Drive, Suite 230
City: Columbus State/Province/Territory: OH Zip/Postal Code: 43231
Country: US
Telephone: 6147949424

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/01/2015</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/24/2015</u>		
(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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Please see Attachment 1

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see Attachment 2

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Joseph Rikk, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Rikk, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Rikk [JRIKK@GFNET.COM]

Vice President

Title

01/27/2020 10:27:22 AM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Rikk, Joseph Jr	American Society of Highway Engineers, National	Project of the Year Chair

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

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: Glen L. Hair
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 207 Senate Avenue
City: Camp Hill State/Province/Territory: PA Zip/Postal Code: 17011
Country: US
Telephone: 717-762-8150

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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	<u>01/03/2014</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/03/2014</u>		
(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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Please see attachment 1

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see attachment 2

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Glen Hair, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Glen Hair, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Gannett Fleming Engineers and Architects, PC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Glen Hair [GHAIR@GFNET.COM]

Vice President
Title

01/27/2020 10:22:56 AM
Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Hair, Glen L	Elgood-Mayo Corp.	Director
Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
Hair, Glen L	Gannett Fleming, Inc.	Senior Vice President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

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: James R. Laurita
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 1 Penn Plaza, Suite 630, 250 West 34th Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Telephone: (212) 967-9833

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>12/31/2009</u>	Treasurer	_____
Chairman of Board	<u>01/03/2014</u>	Shareholder	<u>12/31/2009</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO If Yes, provide details.

I own 34% of Gannett Fleming Engineers and Architects, P.C.

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 notfor-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

Please see attachment 1

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see attachment 2

1 File(s) Uploaded: Attachment 2.pdf

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES NO If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES NO If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, James Laurita, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James Laurita, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

James Laurita [JLAURITA@GFNET.COM]

President

Title

01/27/2020 09:59:57 AM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Gannett Fleming Engineers and Architects, P.C.

Address: 88 Froehlich Farm Boulevard

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Professional Corporation

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):

1 File(s) uploaded Consultant Contract Vendor disclosure GFEA Question 4 .pdf

No principals have been attached to this form.

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.

If none, explain.

James R. Laurita, [REDACTED]
John W. Kovacs, [REDACTED]
Giuseppe Tulumello, [REDACTED]

No shareholders, members, or partners have been attached to this form.

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.

Gannett Fleming Engineers and Architects, PC is affiliated with Gannett Fleming, Inc., Gannett Fleming Architects, Inc., and Gannett Fleming Engineers, PC. Employees from Gannett Fleming Inc., Gannett Fleming Architects, Inc., and Gannett Fleming Engineers, PC will not take part in performance of this contract. Please see the attached Vendor Disclosure Form for Gannett Fleming, Inc.

1 File(s) uploaded Consultant -Contr Vendor-Disclosure Form GF1.pdf

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.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming, Inc. does have a relationship with Park Strategies, which is registered with Nassau County and New York State and has provided introductions to Nassau County personnel in the past).

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Please see answer to question 7a

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.

Electronically signed and certified at the date and time indicated by:

James Laurita [JLAURITA@GFNET.COM]

Dated: 03/24/2020 02:18:34 PM

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Gannett Fleming Engineers and Architects, P.C.

Officers and Directors

Last Changed 10/19/2018

* Laurita, James R.	Chairman
* Laurita, James R.	President
* Hair, Glen L.	Senior Vice President
* Hair, Glen L.	Secretary
* Kovacs, John W.	Senior Vice President
* Tulumello, Giuseppe	Senior Vice President
* Tulumello, Giuseppe	Assistant Treasurer
* Rikk, Joseph Jr	Vice President
* Rikk, Joseph Jr	Treasurer

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Gannett Fleming, Inc.

Address: 207 Senate Ave

City: Camp Hill State: PA Zip Code: 17011

2. Entity's Vendor Identification Number: 251613591

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded

No principals have been attached to this form.

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.

If none, explain.

No one person has more than 10% ownership of Gannett Fleming, Inc. Gannett Fleming Affiliates, Inc. owns 100% of its stock

No shareholders, members, or partners have been attached to this form.

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.

Gannett Fleming Engineers and Architects, PC is an affiliate of Gannett Fleming, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES NO

(a) Name, title, business address and telephone number of lobbyist(s):

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming, Inc. does have a relationship with Park Strategies, which is registered with Nassau County and New York State and has provided introductions to Nassau County personnel in the past).

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
Please see answer to question 7a

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
Please see answer to question 7a

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.

Electronically signed and certified at the date and time indicated by:
James R. Laurita, P.E. [JLAURITA@GFNET.COM]

Dated: 12/23/2019 01:46:01 PM

Title: Senior Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Gannett Fleming, Inc.

Officers and Directors

Last Changed 1/1/2019

* Scaer, Robert M.	Chairman
* Scaer, Robert M.	Chief Executive Officer
* Nowicki, Paul D.	Vice Chairman
* Nowicki, Paul D.	President
* Nowicki, Paul D.	Chief Operating Officer
* Derr, John A.	Executive Vice President
* Hoffmann, Arthur G. Jr.	Executive Vice President
* Hoffmann, Arthur G. Jr.	Secretary
* Kovacs, John W.	Executive Vice President
* McGinnis, Esther M.	Executive Vice President
* Mulqueen, Bryan P.	Executive Vice President
Kenny, John R.	Executive Vice President
Kessler, Jon H.	Executive Vice President
Kessler, Jon H.	Treasurer
Kessler, Jon H.	Chief Financial Officer
Ragan, Robert E.	Executive Vice President
Thomas, David B.	Executive Vice President
Abreu, Jose	Senior Vice President
Barrett, Warren A. II	Senior Vice President
Buchheit, John A.	Senior Vice President
Campanella, George R.	Senior Vice President
Casado, Luis	Senior Vice President
Dougherty, John V.	Senior Vice President
Ferruccio, Anthony C.	Senior Vice President
Hair, Glen L.	Senior Vice President
Johnson, Mark D.	Senior Vice President
Koontz, Gene C.	Senior Vice President
Laurita, James R.	Senior Vice President
Lewis, Paul J.	Senior Vice President
Plumpton, William M.	Senior Vice President
Plumpton, William M.	Assistant Secretary
Schiemer, Matthew J.	Senior Vice President
Snow, Terry M.	Senior Vice President
Wesdock, Brendan J.	Senior Vice President
Young, Paul A.	Senior Vice President
Adam, John A.	Vice President
Alexander, Richard D.	Vice President
Averso, Martha J.	Vice President
Bailey, Christopher S.	Vice President
Bailey, Christopher S.	Assistant Secretary
Bandy, Theodore P.	Vice President
Beauduy, Charles H.	Vice President
Beauduy, Charles H.	Assistant Secretary
Beenenga, Cari R.	Vice President
Benzaquen, Martin J.	Vice President
Berger, Sharon I.	Vice President
Bice, Thomas G.	Vice President
Boate, David A.	Vice President
Boerner, Kevin R.	Vice President
Boyles, Gary S.	Vice President

Brenize, Brett A.	Vice President
Brown, Michael T.	Vice President
Bunn, Eddie J.	Vice President
Burch, Scott B.	Vice President
Cejas, Carlos M.	Vice President
Costello, Anthony J.	Vice President
Cronin, Kevin J.	Vice President
Crowther, Craig E.	Vice President
Daley, Thomas P.	Vice President
Daly, Audrey J.	Vice President
Daly, Audrey J.	Corporate Ethics Officer
Dandolos, Nicholas G.	Vice President
Daum, James	Vice President
Deering, Raymond S.	Vice President
Downs, Terry L.	Vice President
Dreese, Trent L.	Vice President
Durkee, Dean B.	Vice President
Dziedziak, James M.	Vice President
Egli, Gary A.	Vice President
El-Aassar, Ahmed A.	Vice President
Fakhoury, Ray H.	Vice President
Fernandez, Alina	Vice President
Flenner, Alan W.	Vice President
Flenner, Alan W.	Facility Security Officer
Fusco, Anthony J.	Vice President
Gallagher, Ryan P.	Vice President
Gibbons, James T.	Vice President
Gibbons, Susan F.	Vice President
Gillespie, Andrew J.	Vice President
Glenny, Yurfa L.	Vice President
Goncz, Daniel J.	Vice President
Gonzalez, Naldo	Vice President
Gough, William M.	Vice President
Guttman, Kenneth T.	Vice President
Hamlet, David A.	Vice President
Hamlet, David A.	Assistant Secretary
Hansen, David P.	Vice President
Harris, Randall A.	Vice President
Hawtof, Steven I.	Vice President
Hobbs, Karen C.	Vice President
Holder, Michael L.	Vice President
Hou, Jessica M.	Vice President
Hricak, Judy L.	Vice President
Hughes, R S.	Vice President
Hume, Kenneth E.	Vice President
Hurley, Jeffrey A.	Vice President
Ile, Ruby L.	Vice President
Ile, Ruby L.	Assistant Secretary
Inyard, Frederick H.	Vice President
Jager, Ronald A.	Vice President
Keno, Aaron D.	Vice President
King, Brian W.	Vice President
Kline, Robert A. Jr.	Vice President
Knight, Michael A.	Vice President

Krebs, Christopher D.	Vice President
Lapinski, Agnieszka M.	Vice President
Lee, Richard K.	Vice President
Livay, Eliezer	Vice President
MacAllister, Michael A.	Vice President
Marshall, James M.	Vice President
Mason, Bradley A.	Vice President
Matthews, Robert B.	Vice President
McLemore, Barbara R.	Vice President
McNamara, Michael T.	Vice President
Mehaffey, Michael J.	Vice President
Milakovic, Gregory	Vice President
Morgan, Michael A.	Vice President
Morosky, Donald G.	Vice President
Mostoller, Derek J.	Vice President
Mouradian, Ara G.	Vice President
Mullan, John S.	Vice President
Mullins, Keith R.	Vice President
Olson, Eric R.	Vice President
Park, Trent M.	Vice President
Peterson, Teresa L.	Vice President
Pilwallis, Mark M.	Vice President
Pittari, Paul	Vice President
Purdy, John D.	Vice President
Pursel, Thomas B.	Vice President
Pursel, Thomas B.	Assistant Secretary
Raffensperger, Jeffrey L.	Vice President
Reese, Eric R.	Vice President
Rensel, Eric E.	Vice President
Rikk, Joseph Jr	Vice President
Rose, David C.	Vice President
Ross, Mary C.	Vice President
Russell, Larry C.	Vice President
Saltzer, Thomas L.	Vice President
Savidge, Roderick A.	Vice President
Schreier, Ronald D.	Vice President
Schweiger, Paul G.	Vice President
Selp, Brian A.	Vice President
Seip, Brian A.	Assistant Secretary
Shadan, Kambiz F.	Vice President
Shambaugh, Jamie R.	Vice President
Shifflett, Brian E.	Vice President
Sibley, Scott W.	Vice President
Skaggs, Robert W.	Vice President
Smith, Brian J.	Vice President
Sodemann, Jasmine R.	Vice President
Stanley, Robert M.	Vice President
Switala, Kevin J.	Vice President
Teaford, Chester A.	Vice President
Tulumello, Giuseppe	Vice President
van der Mandele, Lance M.	Vice President
Veydt, D E.	Vice President
Walsh, Kevin A.	Vice President
Whitson, Cyrille R.	Vice President

Winebrenner, Terry L.	Vice President
Woyden, Edward L.	Vice President
Zamberlan, Anthony R.	Vice President
Zeevaart, Scott W.	Vice President
Zeevaart, Scott W.	Assistant Secretary
Zink, Thomas G.	Vice President
Schmolze, Lea A.	Assistant Secretary

GeoDecisions Division

Wesdock, Brøndan J.	President
Park, Trent M.	Senior Vice President
Blankenship, Stuart D.	Vice President
Saltzer, Thomas L.	Vice President
Smith, Brian J.	Vice President
Switala, Kevin J.	Vice President

Quantum Geophysics Division

Lee, Richard K.	President
Knight, Michael A.	Vice President
Lewis, Paul J.	Vice President
Mouradian, Ara G.	Vice President

Transit & Rail Systems Division

McNamara, Michael T.	President
Sibley, Scott W.	Senior Vice President
Bandy, Theodore P.	Vice President
Cross, Richard IV	Vice President
Farley, David A.	Vice President
Gillespie, Andrew J.	Vice President
Hurley, Jeffrey A.	Vice President
Kimiagar, Yousef	Vice President
Lech, John J.	Vice President
Lynch, Charles R.	Vice President
Nazarow, Greg J.	Vice President
Samean, John F.	Vice President
Shantz, Terry A.	Vice President
Thompson, Christopher M.	Vice President

VTX Division

Hansen, David P.	President
DeCocinis, Mark D.	Vice President
DeFrancesco, Anthony J.	Vice President
Hamby, Kenneth G.	Vice President
Keller, Robert C.	Vice President

Owner: Gannett Fleming Affiliates, Inc. (100%)

* = Director

Gannett Fleming Engineers and Architects, P.C.

Officers and Directors

Last Changed 10/19/2018

* Laurita, James R.	Chairman
* Laurita, James R.	President
* Hair, Glen L.	Senior Vice President
* Hair, Glen L.	Secretary
* Kovacs, John W.	Senior Vice President
* Tulumello, Giuseppe	Senior Vice President
* Tulumello, Giuseppe	Assistant Treasurer
* Rikk, Joseph Jr	Vice President
* Rikk, Joseph Jr	Treasurer

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers and Architects, P.C., having its principal office at 88 Froehlich Farm Blvd Suite 450, Woodbury, NY 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate twenty (20) months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S3P312-02M Glen Cove Service Area: Miscellaneous Pump Stations Repair & Improvements, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Eight Hundred Eighty-Four Thousand, Nine Hundred Fifty Dollars and Fifty-Six Cents (\$884,950.56) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided, and the payment requested as consideration for such services, (b) certifies that the services rendered, and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no

copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

- (iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.
- (iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, 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.

7. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(d) 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 Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(e) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Firm Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

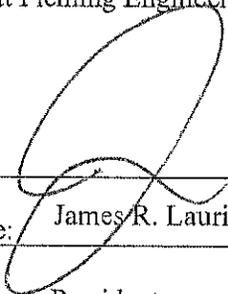
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Gannett Fleming Engineers and Architects, P.C.

By:  _____

Name: James R. Laurita, P.E. _____

Title: President _____

Date: 11/22/2019 _____

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive _____

Date: _____

PLEASE EXECUTE IN BLUE INK

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's third party Program Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

2.1 Construction Phase Services

2.1.1 Commencement and Duration - The Construction phase for S3P312-01G is six (6) months, S3P312-02G is twelve (12) months, and S3P312-03G is six (6) months. The County estimates that the construction phase of the three projects will begin within a six (6) month period. Therefore, the CM should anticipate a combined construction phase of sixteen (18) months. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The CM will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project and will advise the CC of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Cedar Creek Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

2.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

2.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

2.1.8 Information Management System - The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all

times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

2.1.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

2.1.10 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.11 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager. Such reports shall include the following information at a minimum:

- A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.
- B. Identification and status of all critical and important issues, which require the attention of the County.
- C. Brief construction progress update describing actual progress versus plan, supported by earned value data.
- D. Summary of schedule gains and delays and actions taken to mitigate delays.
- E. Photographs and other documentation which is germane to the report.
- F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

2.1.12 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

2.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

2.1.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the site for use as temporary CM offices during the construction phase. All CM's office equipment and supplies, including but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's fee. Additionally, the CM shall lease and maintain the shared Multi-Function Printer (MFP) in the reception area. Maintenance and lease of the MFP shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee.

2.2 Construction Services

2.2.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

END OF SECTION

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Eight Hundred Eighty-Four Thousand, Nine Hundred Fifty Dollars and Fifty-Six Cents (\$884,950.56). The Firm shall be compensated for such services by an amount equal to two and four tenths (2.4) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00)

END OF SECTION

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may

require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

END OF SECTION

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James R. Laurita, P.E. (Name)

88 Froehlich Farm Blvd, Suite 450 Woodbury, NY 11797 (Address)

516-364-4140 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

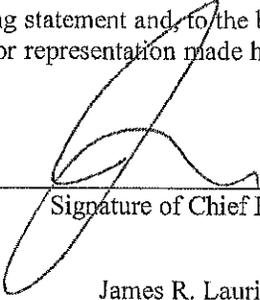
3. In the past five years, Contractor has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 11/22/2019

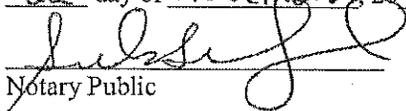


Signature of Chief Executive Officer

James R. Laurita P.E.

Name of Chief Executive Officer

Sworn to before me this

22 day of November, 2019


Notary Public

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2023
I.D. # 2379185

LIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPREMACY; COMPLIANCE WITH LAW

9. **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

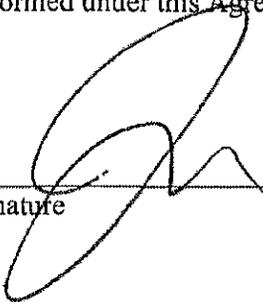
10. **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

11. **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the

Contractor is required to retain other records pertinent to performance under this Agreement; and
The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Signature



James R. Laurita, P.E., President, Gannett Fleming Engineers and Architects, P.C.

Printed Name and Title

Date

2-18-2020

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: March 26, 2019

SUBJECT: Proposed Personal Service Agreement with Gannett Fleming
Recommendation of Firm for Construction Management Services
Glen Cove Service Area Miscellaneous Pump Stations Repairs and Improvements
Project ID No. S3P312-02M

This Department proposes to enter into a personal services agreement with the firm Gannett Fleming to provide construction management (CM) services for the Miscellaneous Pump Stations Repairs and Improvements Project in the Glen Cove Service Area.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated October 5, 2018. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Technical and cost proposals were received from eight (8) firms on November 9, 2018, in response to this RFP. The proposals were evaluated by both registered professional engineers and other personnel within the Department of Public Works.

The results of the technical evaluation are as follows:

FIRM(S)	RANK	TECHNICAL SCORE	PROPOSED COST	PROPOSED COST w/ CONTINGENCY
Gannett Fleming	1	87.75	\$680,731.20	\$884,950.56
AECOM	2	87.25	\$1,092,168.80	\$1,419,819.44
LiRo	3	86	\$1,066,681.00	\$1,386,685.30
deBruin	4	84.75	\$729,000.00	\$947,700.00
LKB	5	84.25	\$786,848.00	\$1,022,902.40
Cashin	6	82.5	\$766,570.00	\$996,541.00
A. Vournou	7	79.5	\$1,003,565.00	\$1,304,634.50
Techno	8	76.5	\$1,398,510.96	\$1,818,064.25

The proposal from Gannett Fleming (GF) had the highest technical score and the lowest proposed cost, \$680,731.20 (\$884,950.56 with contingency), for this project. Gannett Fleming's proposed cost is seven percent (7%) below the second lowest proposer (deBruin), fifty-one percent (51%) below the highest (Techno), and twenty-eight percent (28%) below the average proposed cost.

Gannett Fleming's and AECOM's proposals are ranked No. 1 and No. 2. The technical scores for both firms are within two (2) points, therefore, they are considered a statistical tie. Due to the significant cost difference of \$534,868.88, including contingency, the Department feels that interviews with the firms are not necessary.



Office of the County Executive
Brian J. Schneider, Deputy County Executive
March 26, 2019

Page 2

SUBJECT: Proposed Personal Service Agreement with Gannett Fleming
Recommendation of Firm for Construction Management Services
Glen Cove Service Area Miscellaneous Pump Stations Repairs and Improvements
Project ID No. S3P312-02M

Gannett Fleming was the lowest overall cost primarily because their proposal includes a part-time Resident Engineer (RE), with twenty percent (20%) of his time dedicated to this contract; all other proposals include a full-time RE. To get an idea of the cost savings, if Gannett Fleming proposed a full time RE, with all other staff being the same, their cost would be approximately \$300,000.00 more, \$390,000.00 with contingency (assuming \$65.00 hourly rate, 2.3 multiplier, and 2,000 additional hours).

Although GF's staffing plan does not include a full time RE, it includes a full-time office engineer/assistant resident engineer (OE/ARE) who has relevant experience in Nassau County. The OE/ARE will be supported by a large team of experienced professionals including: a project manager, project executive, scheduler, quality manager, safety professional, mechanical inspector, civil inspector, electrical inspector, and the part-time RE. Gannett Fleming's proposal states that they will be able to successfully staff the project and during periods of expected heavy workload, they will increase staffing to fully support project needs.

Gannett Fleming is a local firm with extensive experience in the wastewater field with various municipalities in the New York Metropolitan area. Gannett Fleming's local office is in Woodbury, NY within short driving time from the Glen Cove Pump Stations.

In our professional judgment, the proposal submitted by Gannett Fleming, having received the highest technical ranking and proposing the lowest cost, represents the best value to the County. As such, it is the Department's recommendation that Gannett Fleming be retained to provide construction management services for the Glen Cove Service Area Miscellaneous Pump Stations Repairs and Improvements Project.

Funding for these CM services is available under Capital Project No. 3P312. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedure(s).

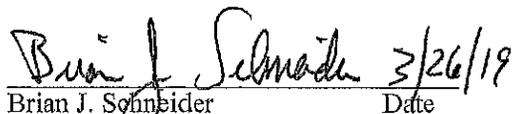


Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Assistant to Deputy Commissioner
Graham Sharkey, Jacobs

APPROVED:



Brian J. Schneider 3/26/19

Brian J. Schneider
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Vincent Falkowski, Deputy Commissioner

FROM: Kenneth G. Arnold, Commissioner

DATE: August 3, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-020 – S3P312-02M – Glen Cove & Cedar Creek Sewer Service Area
Pump Station Repairs & Improvements

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-020**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman (516)-571-6965.



Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Christopher Nicolino, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Diane Pyne, Unit Head, Human Resources Unit
Edward Visone, Assistant Superintendent of Sanitary Construction
Thomas A. Immerso, Sanitary Engineer II
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: March 26, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
Glen Cove & Cedar Creek Sewer Service Area: Central Homes, Dana's Highway,
Long Meadow, Franklin, Harwood, and Roslyn Village
Pump Station Repairs & Improvements
S3P312-02M: Construction Management

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:
Construction Management Services to repair and improve Central Homes, Dana's Highway, Long Meadow, Roslyn Village, and Franklin Pump Stations as well as Harwood Drive Ejector Station.
 2. The work involves the following:
Construction management, inspection, scheduling, and general contract administrative services in connection with the repairs and improvements to the Central Homes, Dana's Highway, Long Meadow, Roslyn Village, and Franklin Pump Stations as well as Harwood Drive Ejector Station.
-
3. An estimate of the cost is: \$1,300,000.00
 4. An estimate of the duration is: Eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works, Att: Kenneth G. Arnold, Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Commissioner

KGA:WSN:VF:clm

c: Christopher Nicolino, Director, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Vincent Falkowski, Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Diane Pyne, Unit Head, Human Resources Unit
Loretta V. Dionisio, Hydrogeologist II
Johnathan Lesman, Management Analyst II
Daniel C. Fucci, Hydrogeologist II



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James R. Laurita, PE, *President*

10/09/19

Name and Title of Authorized Representative

m/d/yy

Signature

10/09/19

Date

Gannett Fleming Engineers and Architects, PC
Name of Organization

88 Froehlich Farm Blvd, Suite 450 Woodbury, NY 11797
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2020

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 Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Janice Bolton PHONE (A/C, No., EXT.): 717-761-4600, Ext. 3031 FAX (A/C, No.): 717-761-6169 E-MAIL ADDRESS: J.Bolton@GunnMowery.com
	INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers Indemnity Co. NAIC # 41424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gannett Fleming Engineers & Architects, PC 88 Froehlich Farm Boulevard Suite 450 Woodbury NY 11797-2012	8895

COVERAGES

CERTIFICATE NUMBER: 624201367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

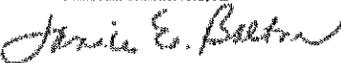
INSR LTR	TYPE OF INSURANCE	ADDED INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	3020012907384A	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	1520012907384	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	2020012907384A	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured applies per written contract.

1005-0 RFP No. PW-SSP312-02M CMS - Miscellaneous Pump Stations Repairs and Improvements. The following are considered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: Nassau County.

CERTIFICATE HOLDER**CANCELLATION 90**

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS ATTN: MR. KENNETH G. ARNOLD, P.E., COMMISSIONER 1194 PROSPECT AVENUE WESTBURY NY 11590-2723	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)

10/11/2019

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).

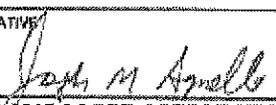
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED 1361922 GANNETT FLEMING ENGINEERS & ARCHITECTS, P.C. 88 FROELICH FARM BOULEVARD, SUITE 450 WOODBURY NY 11797	

COVERAGES **CERTIFICATE NUMBER:** 16358189 **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD WAVE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPROP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	020720848	6/1/2019	6/1/2020	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 1005-0 RFP No. PW-S3P312-02M CMS - Miscellaneous Pump Stations Repairs and Improvements.

CERTIFICATE HOLDER 16358189 COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS ATTN: MR. KENNETH G. ARNOLD, P.E., COMMISSIONER 1194 PROSPECT AVENUE WESTBURY NY 11590-2723	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: Gannet Fleming Engineers & Architects	
Address (street/city/state/zip code): 100 Crossways Park West, Suite 300, Woodbury, NY 11797	
Authorized Representative (name/title): Lazarus Francino, P.E. / Construction Manager	
Authorized Signature:	
Contract Number: S3P312-02M	
Contract/Project Name: Glen Cove Service Area, Miscellaneous Pump Station Repairs & Improvements	
Contract/Project Description: Miscellaneous wastewater pump stations repairs and improvements in the Glen Cove service area. The project is split between three (3) design/construction contracts, with repairs and improvements at a total of six (6) pump stations. The estimated construction cost is \$7,000,000 between the three projects.	

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$680,731.20		
Total MBE Dollar Amount	\$0	MBE Contract Percentage	0%
Total WBE Dollar Amount	\$134,820.00	WBE Contract Percentage	20%
Total Combined M/WBE Dollar Amount	\$134,820.00	Combined M/WBE Contract Percentage	20%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Marine Tiger Technologies Corporation Address: 547 Northumberland Road, City: Teaneck State/Zip Code: NJ, 07666 Authorized Representative: Doreen Bartoldus Telephone No. 917-567-7594	Construction Management services for the misc. repairs and improvements for six (6) wastewater pump stations in the Glen Cove service area.	Amount (\$): 134,820.00 Award Date: N/A	Start Date: N/A Completion Date: N/A
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

E-61-20
Additional Backup - RTI

REQUEST TO INITIATE

RTI Number 18-0106

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

RFQ RFP RFBC In-House or Requirements Work Order

Project Title: Glen Cove Sewer Service Area: Miscellaneous Pump Stations Repairs and Improvements (S3P312-01G, S3P312-02G, and S3P312-03G)

Department: Public Works Project Manager: Thomas Immerso Date: March 9, 2018

Service Requested: Construction Management Services to repair and improve Central Homes, Dana's Highway, Long Meadow, Roslyn Village and Franklin Pump Stations as well as Harwood Drive Ejector Station.

Justification: To provide construction management, inspection, scheduling, and general contract administrative services in connection with the repairs and improvements to the Central Homes, Dana's Highway, Long Meadow (S3P312-02G), Roslyn Village (S3P312-03G), and Franklin Pump Stations and Harwood Drive Ejector Station (S3P312-01G).

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/Construction/ Equipment) \$1,300,000
Circle appropriate phase

Total Project Cost: \$10,220,000 Date Start Work: 9/1/18 Duration: 18 months
Includes, design, construction, and CM Phase being requested Phase being requested

Capital Funding Approval: YES NO [Signature] 4/17/18 [Signature]
SIGNATURE DATE

Funding Allocation (Capital Project): 3P312
See Attached Sheet if multiyear

NIFS Entered: [Signature] DATE AIM Entered: Deanna Junk 4-30-18
SIGNATURE DATE SIGNATURE DATE

Funding Code: 3P312-000 Timesheet Code: 18-0106
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action or, Environmental Assessment Form Required
Supplemental Environmental Documentation _____

Department Head Approval: YES NO [Signature]
SIGNATURE

DCE/Ops Approval: YES NO [Signature]
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature _____
Version January 2014

[Signature]
3/29/18

E-63-20 Additional Backup
RTI

REQUEST TO INITIATE

RTI Number 16-0003A

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
 RFQ RFP RFBC In-House or Requirements Work Order

Project Title: 3P312-04C Harwood & Southridge Pump Station Improvements - Glen Cove

Department: Public Works Project Manager: Joseph Davenport Date: December 21, 2015 -- Rev 1/15/19

Service Requested: Design of the Harwood & Southridge Pump Stations Improvements Project

Justification: The infrastructure of these pump stations is approaching the end of its useful life. These pump stations have recently been evaluated by a professionally qualified consultant and as such are recommended for improvements. Also, by replacing the worn and obsolete equipment with new, more efficient equipment, this critical infrastructure will have improved reliability and reduced operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan Design/Construction/CM/Equipment) \$180,000.00 \$260,000
Circle appropriate phase

¹⁸
Total Project Cost: \$ 2,525,000.00
Includes, design, construction and CM

Date Start Work: 1/4/16 (RFP) Duration: 24 months (Design)
Phase being requested Phase being requested

Capital Funding Approval: YES NO Roseann Della 1/28/19 PT
SIGNATURE DATE

Funding Allocation (Capital Project): 3P312
See Attached Sheet if multiyear

NIFS Entered: [Signature] DATE: _____ AIM Entered: _____
SIGNATURE DATE SIGNATURE DATE

Funding Code: 3P312-004 Timesheet Code: 16-0003
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action or, Environmental Assessment Form Required
Supplemental Environmental Documentation _____

Department Head Approval: YES NO [Signature]
SIGNATURE

DCB/Ops Approval: YES NO [Signature] 1/28/19
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

DCB/Ops Approval: YES NO Signature _____

E-68-20
Corrected Backup
Updated NIFA Form

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leadership Training Institute

2. Dollar amount requiring NIFA approval: \$190000

Amount to be encumbered: \$190000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 10/01/2019-09/30/2020

Has work or services on this contract commenced? Y

If yes, please explain: Retro memo attached

4. Funding Source:

General Fund (GEN)	X Grant Fund (GRT)	Federal %	0
Capital Improvement Fund (CAP)		State %	100
Other		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:

Contractor will provide case management and operation of a program known as CRTF (Reentry Task Force). This project is designed to provide enhanced case management and direct support services to chemically dependent offenders returning to Nassau from the NYS prison system who present a significant risk to public safety and/or present with particularly difficult reintegration needs. Of particular attention will be the substance abuse treatment needs as well as employment and housing requirements.

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 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.

CNOLAN

24-MAR-20

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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

EMERGENCY RESOLUTION NO. 10 – 2020

AN EMERGENCY RESOLUTION DECLARING AN EMERGENCY FOR IMMEDIATE ACTION UPON: 1) AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (BAHI20000003); 2) AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (BAHI20000004); AND, 3) AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (BAHI20000005).

WHEREAS, the Honorable Laura Curran, County Executive, has submitted to this County Legislature a written recommendation dated April 29, 2020, pursuant to the provisions of the County Government Law of Nassau County; and

WHEREAS, the said recommendation refers to an emergency resolution declaring an emergency for immediate action upon 1) an ordinance supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development (BAHI20000003); 2) an ordinance supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development (BAHI20000004); and, 3) an ordinance supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development (BAHI20000005), and

WHEREAS, the said recommendation is that the County Legislature adopt a resolution declaring that an emergency exists in Nassau County the nature of which is to take immediate action upon the aforesaid resolutions; now, therefore be it

RESOLVED, that the County Legislature hereby declares that an emergency exists within Nassau County, the nature of which is to consider and to take immediate action upon the aforesaid resolutions before this Legislature.

ORDINANCE NO. 44 –2020

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 29, 2020, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
2,425,015	U.S. Department of Housing and Urban Development	GRT	HI	AA	253,000
		GRT	HI	AB	126,500
		GRT	HI	DD	8,000
		GRT	HI	DE	2,000,000
		GRT	HI	HH	37,515

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

ORDINANCE NO. 45 –2020

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 29, 2020, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
1,825,140	U.S. Department of Housing and Urban Development	GRT	HI	AA	213,000
		GRT	HI	AB	106,500
		GRT	HI	DE	1,475,000
		GRT	HI	HH	30,640

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

ORDINANCE NO. 46 –2020

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 29, 2020, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
8,525,089	U.S. Department of Housing and Urban Development	GRT	HI	AA	183,000
		GRT	HI	AB	91,500
		GRT	HI	DD	24,000
		GRT	HI	DE	8,195,089
		GRT	HI	HH	31,500

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

RULES COMMITTEE

LEGISLATOR RICHARD NICOLELLO

CHAIR

Theodore Roosevelt Building

1550 Franklin Avenue

Mineola, New York

Monday, May 4, 2020

1:35 P.M.

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A P P E A R A N C E S :

LEGISLATOR RICHARD NICOLELLO
Chair

LEGISLATOR HOWARD KOPEL
Vice Chair

LEGISLATOR STEVEN RHOADS

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS
Ranking member

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

1 Rules 5-4-20

2 LEGISLATOR NICOLELLO: We will
3 jump right into the Rules Committee. Again,
4 we have the Rules members who can vote.
5 Everyone else can participate in terms of
6 questions, discussion, et cetera. Rules
7 Committee. I'll call the roll. Legislator
8 Kopel.

9 LEGISLATOR KOPEL: Here.

10 LEGISLATOR NICOLELLO: Legislator
11 Rhoads.

12 LEGISLATOR RHOADS: Present.

13 LEGISLATOR NICOLELLO: Legislator
14 Schaefer.

15 LEGISLATOR SCHAEFER: Here.

16 LEGISLATOR NICOLELLO: Minority
17 Leader Abrahams.

18 LEGISLATOR ABRAHAMS: Here.

19 LEGISLATOR NICOLELLO: Legislator
20 DeRiggi-Whitton.

21 LEGISLATOR DERIGGI-WHITTON:
22 Here.

23 LEGISLATOR NICOLELLO: Legislator
24 Bynoe.

25 LEGISLATOR BYNOE: Here.

1 Rules 5-4-20

2 LEGISLATOR NICOLELLO: Item 109

3 of 2020. A resolution providing for the
4 issuance of a warrant directing the treasurer
5 of the county of Nassau to pay the supervisors
6 of several towns and to the treasurers of
7 several villages and cities within the county
8 the sums as apportioned by the legislature
9 based on a report filed by the treasurer and
10 county clerk showing deposits for mortgage
11 taxes for the quarter beginning January 1,
12 2020 through March 1, 2020.

13 Moved by Legislator Bynoe.

14 Seconded by Legislator DeRiggi-Whitton. Any
15 debate or discussion on this item? All in
16 favor signify by saying aye. Those opposed?
17 Carries unanimously.

18 111 of 2020 is a resolution making
19 certain determinations pursuant to the
20 New York State Environmental Quality Review
21 Act and authorizing the county executive on
22 behalf of the county to execute a first
23 modification of lease agreement between the
24 county as tenant and BC Holdings of NY, Inc.
25 as landlord in connection with certain

1 Rules 5-4-20
2 premises at 160 North Franklin Street,
3 Hempstead, New York.

4 Moved by Legislator Bynoe.
5 Seconded by Minority Leader Abrahams.

6 Katy, is there anyone here to speak
7 on this item?

8 MR. PAVEL: Hello. Craig Pavel,
9 deputy county attorney on behalf of the Office
10 of Real Estate services on this item.

11 This is a lease for approximately
12 5,700 square feet of space for the WICS
13 program. And this lease will continue the
14 term of the duration of the lease will be for
15 another five years. This is our first
16 extension.

17 LEGISLATOR NICOLELLO: Any
18 questions? Hearing none, all in favor signify
19 by saying aye. Carries unanimously. Thank
20 you.

21 Three items 112, 113 and 114 of
22 2020. These are resolutions authorizing the
23 county executive to execute grant agreements
24 between the county and the Museum of American
25 Armor, Friends of Cedarmore, Inc. and the Long

1 Rules 5-4-20

2 Island Children's Museum.

3 Moved by Legislator Schaefer.

4 Seconded by Legislator Rhoads. Any questions
5 on this item? Hearing none, all in favor
6 signify by saying aye. Those opposed? They
7 carry unanimously.

8 We are going to jump into the
9 contracts portion of the meeting.

10 A-3 of 2020 is a resolution
11 authorizing the commissioner of shared
12 services to award and execute a purchase order
13 between the county and Tyler Technologies. We
14 need a motion on that. Motion by Deputy
15 Presiding Officer Kopel. Seconded by Minority
16 Leader Abrahams. This is before us. Anyone
17 to speak on this contract with Tyler
18 Technologies?

19 MS. STANTON: This is Nancy
20 Stanton, IT commissioner. A-3-2020 Tyler
21 Technologies. This PO is for annual
22 maintenance and support of the Adapt system.
23 The PO is for \$605,000 annually. The term is
24 January 1, 2020 through December 31, 2020.
25 This Adapt product is extensively used by the

1 Rules 5-4-20

2 assessment department, ARC, treasurer and
3 county attorney.

4 LEGISLATOR NICOLELLO: I don't
5 know if there is anyone from assessment is on
6 via remote or not.

7 MS. STANTON: Yes. I have Robert
8 Miles here with me.

9 LEGISLATOR NICOLELLO: Robert,
10 can you hear us?

11 MR. MILES: Yes, I can hear you.

12 LEGISLATOR NICOLELLO: The
13 question I had was this. As recently as March
14 when you were making the arguments as to why
15 the phase-in had to be passed earlier rather
16 than later the assessor indicated that the
17 department had to deal with this outdated
18 technology. Specifically the Adapt system.
19 So now we are entering into a contract to
20 perpetuate that system. Is there any
21 alternative at this time to move away from
22 Adapt?

23 MR. MILES: Not currently. It
24 houses everything that we need and we have a
25 lot of applications that are linked to the

1 Rules 5-4-20
2 Adapt system. So it would be very difficult
3 right now to transfer to another portal
4 application database. It's everything. So it
5 would be very difficult to transfer from that
6 program to something else. It's not that it's
7 never been discussed before. But it really is
8 an all-inclusive program. It not only affects
9 assessment but the treasurer's office uses it
10 extensively as well. So we'd have to make
11 sure they're on board with any change we do.

12 LEGISLATOR NICOLELLO: I would
13 ask the Assessment Department, treasurer's
14 office, IT to at least begin the process of
15 looking to transition away to another
16 program. To a program that's not, quote
17 unquote, antiquated. That can fulfill all the
18 needs of our assessor's department. I think
19 that's a process that should at least be begun
20 at this time.

21 MR. MILES: We have been looking
22 into it. Still trying to find something
23 that's cost effective and time effective.
24 Creating a whole new system for us would be --
25 it's a tough project. It's not an easy

1 Rules 5-4-20
2 project. It would be costly. But if fiscally
3 we are sound and comfortable with the project
4 itself and the IT department and the
5 treasurer's office is on board then we will
6 keep looking. We looked in the past and we
7 will continue to look. We do want to go
8 forward with more innovative processing.

9 LEGISLATOR NICOLELLO: I think
10 what we would like to see going forward is a
11 report on how this process develops and what
12 progress is being made by that committee and
13 those department.

14 MS. STANTON: Okay. We will.

15 LEGISLATOR NICOLELLO: Legislator
16 DeRiggi-Whitton.

17 LEGISLATOR DERIGGI-WHITTON: Hi.
18 Can you just explain why there is a \$23,000
19 increase for this year?

20 MS. STANTON: There were
21 additional modifications that were made done
22 on time and material that weren't part of
23 this.

24 LEGISLATOR DERIGGI-WHITTON:
25 You're getting additional services from the

1 Rules 5-4-20

2 provider?

3 MS. STANTON: Yeah. I believe
4 there is an annual increase also.

5 LEGISLATOR DERIGGI-WHITTON:
6 Okay.

7 LEGISLATOR NICOLELLO: Any other
8 questions? Hearing none, all in favor of this
9 item signify by saying aye. Those opposed?
10 Carries unanimously. Thank you.

11 I neglected to point out earlier
12 that there were public comments submitted,
13 which will be made part of the record,
14 including comments from John Durso, the
15 president of Local 338 and the president of
16 the Long Island Federation of Labor. A
17 comment from John Budnick. And a comment from
18 Pete Gaffney. So they will be made part of
19 the record. If it requires a response
20 somebody from the legislature or our staff
21 will be getting back to you.

22 I called that first contract
23 individually. I'm going to call the rest as a
24 group to streamline this a little bit.

25 First is A-26 of 2020. A

1 Rules 5-4-20
2 resolution authorizing the commissioner of
3 shared services to award and execute a
4 purchase order between the county of Nassau
5 and Millennium Products Group. Then I'm going
6 to go to E-52, E-56, E-61, E-63, E-64, E-65,
7 E-66, E-67, E-68 and E-69. These are
8 resolutions authorizing the county executive
9 to execute personal services agreements or
10 amendments to personal services agreements
11 between the county and Cedarmore Corporation,
12 Change Healthcare Practice Management
13 Solutions, Gannett Fleming Engineers, H2M
14 Architects, NV5 New York, Liro GIS and
15 Greenman Pederson and the Nassau County Health
16 Care Corporation and the Leadership Training
17 Institute.

18 That's moved by Legislator
19 Schaefer. Seconded by Legislator Bynoe. So
20 all those contracts are before us.

21 We will move on now to contract
22 A-26 with Millenium Products Group, which is a
23 contract through Emergency Management.

24 MR. PERSICH: Andy Persich. Good
25 afternoon. This is a contract with the vendor

1 Rules 5-4-20
2 that we found to get PPE equipment. It's a
3 wholesaler. As this thing was evolving we
4 were running out of vendors we could get
5 equipment from. So this became the prime
6 choice to get some of the PPE equipment.

7 LEGISLATOR NICOLELLO: I did have
8 a question which is, the masks being purchased
9 are almost a dollar each according to the
10 backup. I believe the ones that we are
11 wearing, the cloth masks, is that price is
12 that a good price? Is it high for this
13 supply?

14 MR. PERSICH: I can't tell you
15 pricing-wise. What I do know in the midst of
16 what was happening on these -- we had these
17 daily phone calls that occur. Getting the
18 equipment drove the price up. So I wouldn't
19 be surprised that somewhere in the interim
20 that these were probably driven up by pricing
21 because of demand. We've heard a lot of press
22 conferences on this about what's happening in
23 this market arena. I think what happened is
24 in the middle of the crisis there was limited
25 supplies that we could get and there was a lot

1 Rules 5-4-20
2 of debate or discussion about where we were
3 going to procure stuff and this became the
4 primary source at a pricing scale that may not
5 be at the current levels but at that time it
6 was probably a good deal.

7 LEGISLATOR NICOLELLO: Anyone
8 else have any questions? Anyone at home?

9 LEGISLATOR SCHAEFER: Actually I
10 do. Do you see a need to purchase more of
11 these going forward from the same company or
12 what are we looking at now for the future?

13 MR. PERSICH: I don't believe
14 that's the plan. I think this was a
15 short-term fix. There's a lot of debate and
16 discussions now once we go into the recovery
17 mode, legislator, that we will be looking to
18 procure these through whether it be a state
19 contract or something else. We all know that
20 supply is going to be a big issue. I think
21 I'm hearing a 90 day supply. I don't think
22 we're there yet but I just want to make you
23 aware that OEM has a plan to stockpile some
24 things but where that's at right now I don't
25 know.

1 Rules 5-4-20

2 LEGISLATOR SCHAEFER: Okay.

3 Thank you.

4 LEGISLATOR NICOLELLO: Anyone
5 else? Thank you. All in favor signify by
6 saying aye. Those opposed? Carries
7 unanimously.

8 Next item is E-52, contract with
9 Cedarmore Corporation. Anyone here or
10 participating remotely to speak on this?

11 MS. HORST: Katy Horst from the
12 administration. Brian Hall should be on the
13 line for this contract.

14 LEGISLATOR NICOLELLO: Brian are
15 you there?

16 Are you able to answer any
17 questions?

18 MS. HORST: I can do my best.

19 LEGISLATOR NICOLELLO: The one
20 question that I had was, I'm not sure why this
21 program is broken out from some of these other
22 youth service agencies that we have. For
23 example, we have contracts with youth services
24 agencies that we deal with every year. So I
25 wasn't sure why we would want to have an

1 Rules 5-4-20
2 additional contract on top of that as opposed
3 to having these monies flow into our regular
4 youth service providers.

5 MS. HORST: Just so I understand,
6 the question is why an additional provider?
7 If you give me a minute I will get Brian Hall
8 on the phone and get an answer for you. If
9 you want to move on.

10 LEGISLATOR NICOLELLO: We can
11 hear you now.

12 MR. HALL: That was an RFP that
13 we did last year for all the youth service
14 contracts. This is a three-year contract
15 we're giving out. I'm not sure, what was that
16 last question?

17 LEGISLATOR NICOLELLO: I thought
18 this seems to be on top of what we usually
19 have in terms of our regular youth service
20 agencies. I was unsure as to why we didn't go
21 through those agencies that we fund and we
22 have existing relationships with.

23 MR. HALL: Actually, we went
24 through, like I said, the RFP process and they
25 were a local affiliate there and they met the

1 Rules 5-4-20

2 qualifications so we went with them. As far
3 as previous agencies running that area, they
4 would have been picked for whatever reason.

5 LEGISLATOR NICOLELLO: Thank you
6 Brian. Any other questions?

7 LEGISLATOR WALKER: I have a
8 question Presiding Officer. This agency is a
9 new agency?

10 MR. HALL: Yes, it's a new agency
11 for human services but they've been around.

12 LEGISLATOR WALKER: But they
13 haven't been part of the county?

14 MR. HALL: I'm not sure if
15 there's any contracts as part of the county.
16 As far as human services go with these youth
17 contracts they haven't had one. We don't have
18 any other contracts with our aging or chemical
19 dependency. I'm not sure about the whole
20 county if there's another contract out there.

21 LEGISLATOR WALKER: So this
22 agency who did they replace in the area that
23 they are now providing services to?

24 MR. HALL: I don't know if it's
25 so much as replacing as much as maybe

1 Rules 5-4-20
2 enhancing. I don't know really why because
3 I'm not a program guy but I do know that we
4 had a problem with one of the other agencies
5 that was in Freeport and they actually dropped
6 out of the running for it. So that left an
7 opening.

8 LEGISLATOR WALKER: Okay. But
9 this was an agency -- they needed someone else
10 to fill that spot to be able to --

11 MR. HALL: Yes. Cover that area,
12 right.

13 LEGISLATOR WALKER: Thank you.

14 LEGISLATOR NICOLELLO: Any other
15 questions? Hearing none, all in favor signify
16 by saying aye. Those opposed? Carries
17 unanimously.

18 The next two that I called were
19 E-56 and E-69 having to do with agreements
20 with Change Healthcare Practice Management
21 Solutions and Change Healthcare Technology
22 Enabled Services. Those are contracts through
23 the police department.

24 MR. FIELD: Good afternoon.
25 William Field, deputy inspector from personnel

1 Rules 5-4-20

2 and accounting bureau.

3 The first item is item E-56-20.

4 It's an amendment to an existing contract
5 between the county and Change Healthcare
6 Management Solutions Incorporated. It's to
7 extend the contract to May 31, 2020. A new
8 RFP was issued in 2019. The department is
9 currently working on an award in order to
10 ensure a smooth transition to the new
11 contract. We have this amendment in place.
12 It is a revenue-generating contract to offset
13 expenses for the services provided. We also
14 are endeavoring to encumber \$354,400 to pay
15 vendor fees as per the contract. Do you have
16 any questions?

17 LEGISLATOR NICOLELLO: Any
18 questions on this one? Let's move on to the
19 second E-69 69.

20 MR. FIELD: Item E-69-20 is a
21 contract between the county. It is the new
22 contract for the recording and transmission of
23 prehospital care reports, billing and
24 collection of fees for the department's
25 Emergency Ambulance Bureau. The RFP was

1 Rules 5-4-20
2 issued in 2019 as I said before. The
3 department received four proposals. An
4 evaluation committee was formed consisting of
5 the members of the department's Emergency
6 Ambulance Bureau as well as the county
7 attorney's office.

8 Proposals were ranked and scored.
9 The contract was awarded to the highest
10 scoring proposer which is Change Healthcare
11 Technology Enabled Services. Similar to the
12 previous E-56 item, this is a
13 revenue-generating contract which assists in
14 offsetting expenses for the services
15 rendered. And we are wishing to encumber
16 \$750,000 to pay vendor's percentage of net
17 revenue.

18 LEGISLATOR NICOLELLO: The first
19 one is really more or less to finish out the
20 existing contract?

21 MR. FIELD: Yes, sir. It goes
22 through May 31, 2020.

23 LEGISLATOR NICOLELLO: The end of
24 this month. With respect to the second
25 contract, we have questions about how

1 Rules 5-4-20
2 aggressively the vendor is pursuing residents
3 as to who is making determinations as to
4 hardship status. Some of us were here when we
5 first started doing this. It was always the
6 focus and intention was to recapture some of
7 the monies from insurance companies that would
8 pay for the ambulance trips to and from the
9 hospital. It seems that it's morphed into
10 something different in terms of going after
11 residents whose taxes already pay for this
12 service.

13 So we have -- again, this is with
14 respect to the second contract -- we have
15 questions as to how this is being
16 administered, how it can be better
17 administered in such a way that we can achieve
18 the original objective which again is to
19 recoup insurance monies as opposed to going
20 after residents. Many of whom are in hardship
21 especially now with the COVID epidemic and the
22 number of calls that were made and again with
23 the economic distress in the background of
24 that.

25 So, I don't know if I have any

1 Rules 5-4-20
2 questions for you. That's just a background.
3 Does anyone have any questions for Inspector
4 Field? Anyone on video? If not, I think what
5 I would like to do is just table E-69 and go
6 ahead with E-56. Motion to table E-69 by
7 Legislator Rhoads. Seconded by Legislator
8 Bynoe. All in favor of tabling E-69 signify
9 by saying aye. Those opposed? Carries
10 unanimously. We're good. Thank you.

11 Next series of contracts are with
12 the public works department. Ken Arnold is
13 here. Contracts with Gannett Fleming, H2M NV5
14 and Greenman Pederson.

15 MR. ARNOLD: Good afternoon. Ken
16 Arnold, public works. E-61 is a construction
17 management services contract for various pump
18 stations in Glen Cove. Eight firms
19 submitted. Gannett Fleming was the most
20 qualified firm with a contract total
21 \$884,000. Their WBE participation is at 20
22 percent.

23 LEGISLATOR NICOLELLO: Just I
24 have something to state on the record. The
25 resolution is for a personal services

1 Rules 5-4-20
2 agreement and not an amendment to a personal
3 services agreement. Just so the record is
4 clear on that. Any questions for Ken on this
5 item? Anyone via video? Okay.

6 MR. ARNOLD: E-63 is a design
7 services contract for the design services for
8 two Glen Cove pump stations. Four firms
9 submitted. H2M was the most qualified firm by
10 \$260,000 for the design services. Their WBE
11 goal is 20 percent.

12 LEGISLATOR NICOLELLO: Any
13 questions? Hearing none, let's move on.

14 MR. ARNOLD: E-64 is a contract
15 amendment for our on-call civil design
16 contract with NV5. We're looking to amend the
17 contract by \$4 million which will have a new
18 cap of \$5.5 million. There's current
19 encumbrances in this amendment for resurfacing
20 design, Centennial Park Bannister Creek
21 Bridge. This contract will expire -- it's not
22 being amended for expiration but the current
23 contract will expire in 2024.

24 LEGISLATOR NICOLELLO: This is a
25 sizable increase in the amount due to or

1 Rules 5-4-20

2 potentially to be paid to NV5. It's for
3 on-call design and related services?

4 MR. ARNOLD: Yes.

5 LEGISLATOR NICOLELLO: Are there
6 other firms that do this for the county?

7 MR. ARNOLD: We anticipate
8 amending all the on-calls at a similar
9 amount. We are looking to get us through
10 until 2024 and resurfacing alone we're
11 probably running a million dollars, a million
12 and a half dollars of design services out to
13 the contractors. We want them all in play.
14 Just because they have the cap capacity
15 doesn't mean they're going to get all that
16 work. But without the capacity of the cap I
17 would have to amend contracts before I could
18 award design services. So we're looking for
19 capacity for all these firms.

20 LEGISLATOR NICOLELLO: Is this
21 extending the time?

22 MR. ARNOLD: No. We're staying
23 within the same time frame of the original
24 contract.

25 LEGISLATOR NICOLELLO: What I

1 Rules 5-4-20
2 don't get is that it was initially, it was
3 last year that you came before us and asked
4 for a certain amount of money for these
5 on-call services and within a year you're
6 looking to increase that by \$4 million for
7 this contractor and potentially other of the
8 engineering firms.

9 MR. ARNOLD: We were looking at a
10 million and a half per year and we realized
11 why do we have to keep coming back and doing
12 this every year. We just figured we'd extend
13 it out for the length of the contract.

14 LEGISLATOR NICOLELLO: The
15 difference is you want to avoid having to come
16 back each year for this particular on-call
17 services contract?

18 MR. ARNOLD: Yes.

19 LEGISLATOR NICOLELLO: Is this
20 unusual to extend an on-call contract out for
21 this many years?

22 MR. ARNOLD: This current
23 contract is I think it was a three-year
24 contract with two one-year extensions. So the
25 money we're putting in gets us out to the

1 Rules 5-4-20
2 extension. We are making the contracts a
3 little bit longer because of the
4 administrative burden of putting contracts
5 through. We're trying to eliminate as many
6 trips as possible.

7 LEGISLATOR NICOLELLO: Actually
8 it's not as much of an extension of the
9 contract as it is just adequate funding there
10 for the duration of the --

11 MR. ARNOLD: Yes. It doesn't
12 mean each firm will get all of it. But I need
13 to have capacity in the contract so they all
14 can bid. And if timely want to award a
15 contract I don't need to come back and change
16 capacity.

17 LEGISLATOR NICOLELLO: Do the
18 other firms get roughly the same amount of
19 work roughly?

20 MR. ARNOLD: One thing to note is
21 one firm just was added to the list. Nelson
22 and Pope had gone through some extra
23 compliance review. They're I think the sixth
24 firm that's in the loop. They were not part
25 of last year's work because they were not yet

1 Rules 5-4-20

2 approved. There's probably three firms that
3 get most of our resurfacing work, which is the
4 majority of the work, but all of the firms are
5 getting a piece of the pie.

6 LEGISLATOR NICOLELLO: Anyone
7 else have any questions? Legislator
8 DeRiggi-Whitton.

9 LEGISLATOR DERIGGI-WHITTON: How
10 much do you normally like spend per year on
11 this contract?

12 MR. ARNOLD: We have a lot of
13 newer contracts that are out. We've stepped
14 up our bridge program. So we're putting out
15 bridge work that we have not done in the
16 past. Resurfacing, all our designs are going
17 through this now. We do very little designs
18 through separate contracts. Both Centennial
19 Park and Christopher Morley Park are going
20 through these design on-calls. On top of that
21 we have our typical smaller designs that are
22 beyond our in-house capacity that come through
23 here.

24 So, I believe last year I think we
25 were somewhere around \$6 million worth of work

1 Rules 5-4-20

2 in total went to the five firms.

3 LEGISLATOR DERIGGI-WHITTON:

4 Thank you.

5 LEGISLATOR NICOLELLO: Any other
6 questions? Hearing none, all in favor signify
7 by saying aye. Passes unanimously. Last one
8 for you 66 right? No, 65.

9 MR. ARNOLD: My apologies. 66 is
10 a contract for traffic and management center
11 operations. We had two bidders on this.
12 Greenman Pederson was selected as the lowest
13 responsible bidder. It's a three-year
14 contract with a cap of \$3.5 million. The 2020
15 encumbrance is for \$900,000. We get 80
16 percent reimbursement on this contract. This
17 contract, these are the people that are in our
18 command center monitoring 24-7 the conditions
19 of our roadways.

20 LEGISLATOR NICOLELLO: Has the
21 CSEA taken any position on this?

22 MR. ARNOLD: Yes. They claim the
23 work. We wrote back to them saying this
24 historically was never done by county staff.
25 So I anticipate at some point there will be a

1 Rules 5-4-20

2 grievance hearing on this issue.

3 LEGISLATOR NICOLELLO: What is
4 the urgency on this?

5 MR. ARNOLD: I think our current
6 contract we're in an extension right now.
7 Without having this contract we could end up
8 with a lapse in service because I think we
9 extended our existing contract to cover a time
10 period. I don't know exactly when the current
11 contract expires. I don't have it with me
12 today.

13 LEGISLATOR NICOLELLO: Could you
14 find that out while we're here?

15 MR. ARNOLD: Sure. I can make
16 some calls to find that out.

17 LEGISLATOR NICOLELLO: We will
18 come back to this one. Let's move on to E-65,
19 2020. I think that's with Information
20 Technology. It's Liro GIS, Inc.

21 MS. STANTON: Good afternoon.
22 Nancy Stanton IT E-65-20 Liro GIS. This
23 amendment is to extend the current contract
24 for one year through February 28th. We use
25 this vendor for monthly GIS data maintenance

1 Rules 5-4-20
2 and tax map tools migration for assessment.
3 Our original contract term was
4 March 1, 2015 through 2020. We do not have
5 any renewals left on this contract. Part of
6 the delay in this renewal was due to Liro GIS
7 changing their name from Liro GIS Survey to
8 Liro GIS and getting them to complete the
9 appropriate forms. This is just an extension.

10 LEGISLATOR NICOLELLO: Any
11 questions? Thank you Nancy.

12 MS. STANTON: Thank you.

13 LEGISLATOR NICOLELLO: We have
14 two more contracts left with the Department of
15 Probation. E-67 and E-68. Nassau County
16 Health Corporation is E-67 and E-68 is
17 Leadership Training Institute.

18 MR. DIMAGGIO: Good afternoon
19 legislators. My name is Dominick Dimaggio.
20 I'm the attorney for the Department of
21 Probation.

22 As far as contract 67-20 that is
23 for retroactive payments for health care
24 services provided to all the detainees at the
25 juvenile detention center. It is for services

1 Rules 5-4-20
2 that were provided January 1, 2013 through
3 September 30, 2018. There is a state
4 reimbursement of 49 percent on the services
5 and it is a retroactive contract to cover for
6 those payments.

7 LEGISLATOR NICOLELLO: Any
8 questions on that?

9 MR. DIMAGGIO: At present there
10 is a contract for the services for the
11 detainees in effect through '20 of '23. That
12 was initiated on October 1, 2018 to reach the
13 new Raise the Age standards that are required
14 by the state. So we do have a present
15 contract in effect for the services at the
16 detention service through 2023.

17 LEGISLATOR NICOLELLO: Any
18 questions on the first contract? Legislator
19 DeRiggi-Whitton.

20 LEGISLATOR DERIGGI-WHITTON: Can
21 you explain why -- I know it's retroactive --
22 but why it's this late?

23 MR. DIMAGGIO: Sure. I did
24 attach a retromemo with the contract but I
25 will just give you a brief summary of it. My

1 Rules 5-4-20
2 predecessor, who had retired December 31,
3 2016, I was provisionally appointed August 6
4 of 2017. I don't have an explanation for why
5 it was never initiated. But when I did take
6 over there were a number of retroactive
7 contracts which we have successfully cleared
8 up the vast majority of them. In fact, we're
9 pretty much caught up after this contract. So
10 I have been working diligently to clear up any
11 old contracts that were due.

12 When I did become aware that these
13 were due, I did have the juvenile detention
14 center director as well as the accounting
15 staff in the department verify that the
16 services were provided and the appropriate
17 amounts are being billed to the county before
18 I initiated the payment for this contract.

19 LEGISLATOR DERIGGI-WHITTON: It's
20 six and a half years late. How did the
21 hospital pay for things the last six and a
22 half years? How were they paid for their
23 services?

24 MR. DIMAGGIO: I'm sorry I had a
25 train. I didn't hear your question.

1 Rules 5-4-20

2 LEGISLATOR DERIGGI-WHITTON: Can
3 you just explain how the hospitals that
4 provided the services were paid for the last
5 six and a half years?

6 MR. DIMAGGIO: They weren't paid
7 at this point. It's money due. It's a total
8 of approximately \$49,000 due and it dates back
9 from January 13 through, like I said,
10 September 30th of '18. And they are still due
11 this money. So it's actually for payment for
12 retroactive services already provided.

13 LEGISLATOR DERIGGI-WHITTON: We
14 had a contract in front of Rules back in
15 September 2019 where we went through the
16 Nassau Health Care Corporation for 2018
17 through 2023 contracts for these services.
18 This wasn't included at that time?

19 MR. DIMAGGIO: No, it wasn't
20 because we processed that contract on an
21 expedited basis because it met all the new
22 standards for the Raise the Age services that
23 had to be provided with the new law which took
24 effect October 1 of 2018. I also had to
25 verify that these services were provided and

1 Rules 5-4-20

2 that the appropriate amounts were charged back
3 from those dates. Obviously it was a number
4 of years ago. So I did a double check through
5 the JDC director as well as the accountant to
6 verify that the amounts were correct.

7 LEGISLATOR DERIGGI-WHITTON: So,
8 do you think there is anything in place that
9 would avoid something like this from happening
10 for six and a half years? Does anyone review
11 the charges and see why we're so far behind?

12 MR. DIMAGGIO: Like I did say,
13 specifically with NHCC the present contract is
14 in effect through 2023. So we are actually
15 ahead of the game with that. All the other
16 contracts I have been working diligently and
17 am pretty caught up. There were a number of
18 contracts that I'm sure most of the
19 legislators remember. I'm working my way
20 through it. I'm pretty much caught up at this
21 point.

22 LEGISLATOR DERIGGI-WHITTON:
23 Good. I'm glad you to support it but I think
24 six and a half years is a new record. Just
25 going forward we just want to be a little bit

1 Rules 5-4-20

2 more on top of it. Thank you.

3 MR. DIMAGGIO: I absolutely
4 understand. And like I said, I don't have an
5 explanation for why it wasn't paid. It was
6 prior to my even being employed by the county,
7 many of these charges. I didn't start until
8 March of 2014 with the county itself.

9 LEGISLATOR NICOLELLO: All
10 right. Dom, I don't think that's a record you
11 wanted to set.

12 MR. DIMAGGIO: All I'm saying is,
13 many of these bills were prior to me even
14 being here. But I am on top of it now that it
15 is my position and I will be following up to
16 make sure that obviously it never happens
17 again.

18 LEGISLATOR NICOLELLO: Thank
19 you. You want to jump into the next one, 68.

20 MR. DIMAGGIO: Sure. That is a
21 contract. It's a fully funded grant contract
22 which is provided for parolees for their
23 successful reentering into society and this is
24 to prevent them from re-offending. It's
25 funded 100 percent state grant reimbursement.

1 Rules 5-4-20

2 It's a pass-through. It's between ourselves
3 and LTI, which is a new vendor now providing
4 the services. Our prior vendor, FCA, informed
5 us in June of last year that they no longer
6 wanted to provide the services. An RFP was
7 initiated and LTI is now the vendor that's
8 providing these services.

9 This is slightly retroactive as
10 well. I'd just like to make a note that many
11 times with these grant contracts our letters
12 and the authorization for funding comes very
13 close to the time or after the time in which
14 the services actually begin. But many times
15 built into the system because of the way the
16 funding comes through there is a slight amount
17 of retroactivity that occurs in these grant
18 contracts. Especially with the Department of
19 Probation.

20 LEGISLATOR NICOLELLO: Any
21 questions? Thank you Dom. Ken, I see you are
22 back in the room. You want to go back to
23 E-66?

24 MR. ARNOLD: This contract is
25 actually a retroactive contract I was just

1 Rules 5-4-20
2 told by my project manager. We have to keep
3 continuous service of the TMC to keep our
4 funding. The current contract expired in
5 January. This was to pick up that contract
6 and we would be paying the vendor
7 retroactively once this contract is approved.
8 I apologize for the misinformation. I did not
9 realize that.

10 LEGISLATOR NICOLELLO: I think
11 we, the legislators, need to take a look at
12 this over the course of the next two weeks.
13 For this reason, potential CSEA grievance on
14 this claiming this should be done by their
15 workers. So I think we need at a very minimum
16 to do our due diligence to take a look at
17 these titles and see if we have them or not.

18 MR. ARNOLD: We don't have these
19 titles in the department. We've never had
20 these titles. It's always been done by a
21 contract. It's kind of like the red light
22 camera program. It's always been done by a
23 contract. There are other things that we go
24 back and forth with the union all the time
25 on. But in this case I'm comfortable saying

1 Rules 5-4-20
2 that we've never done this work and had people
3 operating this facility that were union
4 employees.

5 LEGISLATOR NICOLELLO: It's a
6 retroactive contract. If it's delayed for an
7 additional two weeks --

8 MR. ARNOLD: That's fine. I just
9 wanted to state our piece.

10 LEGISLATOR NICOLELLO: To clarify
11 the record.

12 MR. ARNOLD: I understand you
13 want to go back and look at it.

14 LEGISLATOR NICOLELLO: With E-66
15 we need a motion to table. Moved by
16 Legislator Rhoads. Seconded by Deputy
17 Presiding Officer Kopel. All in favor of
18 tabling signify by saying aye. Those
19 opposed? Carries unanimously.

20 Now for the rest of the contracts
21 that have not been tabled. That would be
22 A-26, E-52, E-56, E-61, E-63, E-64, E-65, E-67
23 E-68. With respect to those contracts all in
24 favor signify by saying aye. Those opposed?
25 Carries unanimously.

1 Rules 5-4-20

2 Motion to adjourn by Legislator

3 DeRiggi-Whitton. Seconded by Legislator

4 Schaefer. All in favor of adjourning signify

5 by saying aye. Those opposed? It carries

6 unanimously. Thank you.

7 (Committee adjourned at 2:15 p.m.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 12th day of
May 2020

FRANK GRAY.