



E-65.17

Contract Details

SERVICE: Employee Independent
Medical Consulting

NIFS ID #: CQCC17000010 NIFS Entry Date: 1/24/17 Term: from 1/01/17 to 12/31/17

| | | |
|--|--|---|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Amendment <input type="checkbox"/> | 2) Comptroller Approval Form Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/> | 3) CSEA Agreement § 32 Compliance Attached: | Yes <input type="checkbox"/> No <input 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 Rehabilitation Medicine Services | Vendor ID# 113063128-01 |
| Address 301 East Main St. Bay Shore, NY 11706 | Contact Person Dr. Craig Rosenberg |
| Mailing Addr: P.O. Box 230 Islip, NY 11751-0230 | Phone 631-968-3100 631-232-0057 e-mail: |

| County Department | |
|--|--|
| Department Contact Narda Hall | |
| Address 100 Carman Ave. East Meadow, NY 11554 | |
| Phone 51-572-3810 | |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd & Fwd'd | SIGNATURE | Leg. Approval Required |
|------------|---------------------|---|--------------------|-------------|---|
| | Department | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered | 1/25/17 | [Signature] | |
| 1/25/17 | OMB | NIFS Approval (Contractor Registered) | 1/31/17 | [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution |
| 2/2/17 | County Attorney | CA RE & Insurance Verification | 2/23/17 | [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2/2/17 | County Attorney | CA Approval as to form | 1/12/17 | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2/2/17 | Legislative Affairs | Fw'd Original Contract to CA | 2/2/17 | [Signature] | |
| | County Attorney | NIFS Approval | | | |
| | Comptroller | NIFS Approval | | | |
| 3/2/17 | County Executive | Notarization Filed with Clerk of the Leg. | 3/2/17 | [Signature] | |



Contract Summary

| |
|--|
| Description: Employee Independent Medical Consulting Service 2017 |
| Purpose: The purpose of medical consulting services to resolve disputes pertaining to GML 207-C pursuant to the collective bargaining agreement between the County of Nassau and the Nassau County Sheriff's Correction Officers Benevolent Association (COBA). |
| Method of Procurement: Arbitration Award requiring the County to contract with this vendor. The arbitration of this matter was required under the aforementioned CBA. See attached. |
| Procurement History: N/A |
| Description of General Provisions: The purpose of this agreement is to enable the Nassau County Sheriff's Department (hereinafter referred to as the Department) and the Nassau County Sheriff's Correction Officers Benevolent Association (hereinafter referred to as COBA) to resolve disputed cases of illness or injuries (physical or mental) resulting from incidents which reportedly occurred while Correction Officers were performing their official police/peace officer duties pursuant to the laws of New York State. |
| Impact on Funding / Price Analysis: \$49,000.00 |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: Approve as submitted |

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | GEN |
| Control: | 10 |
| Resp: | 1320 |
| Object: | DE524 |
| Transaction: | CL |

| FUNDING SOURCE | AMOUNT |
|---|------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$49,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | 49,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------------------|---------------------|
| 1 | | \$ |
| 2 | CCGEN1320/DE524 | \$49,000.00 |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$ 49,000.00 |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

Document Prepared By: Maria Love

Date: 1/24/17

| NIFS Certification | Comptroller Certification | County Executive Approval |
|--|---|---------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name <i>[Signature]</i> |
| Name | Name | Date <i>3/2/17</i> |
| Date | Date | (For Office Use Only) |
| | | E #: |

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
DEPARTMENT OF CORRECTIONS, AND REHABILITATION
MEDICINE SERVICES, P.C.

WHEREAS, the County has negotiated a personal services agreement
with the Rehabilitation Medicine Services, P.C. to provide medical
consulting services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the agreement with
the Rehabilitation Medicine Services, P.C.



Nassau County Interim Finance Authority

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

1. Vendor: REHABILITATION MEDICINE SERVICES, P.C.

2. Dollar amount requiring NIFA approval: \$ \$49,000.00

Amount to be encumbered: \$ 49,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 1/1/17-12/31/17

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

If yes, please explain: Ongoing contract

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal %
☐ Capital Improvement Fund (CAP) State %
☐ Other County % 100

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

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

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

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

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

The purpose of this agreement is to enable the Nassau County Sheriff's Department and the Nassau County Sheriff's Correction Officers Benevolent Association(COBA) to resolve disputed cases of illness or injuries (physical or mental) resulting from incidents which reportedly occurred while Corrections Officers were performing their police/peace officer duties pursuant to the laws of New York State.

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

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

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

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

CLCC15000005 (CQCC13000007) Rehabilitation Medicine Services, P.C. \$49,000.00 for 2015
CQCC16000007 Rehabilitation Medicine Services \$49,000.00 for 2016

AUTHORIZATION

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

Signature Roseanne Dill Title _____ Date 2/1/17

Print Name _____**COMPTROLLER'S OFFICE**

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

Print Name _____

NIEA

Amount being approved by NIFA: _____

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

Print Name _____

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rehabilitation Medical Services

CONTRACTOR ADDRESS: 301 East Main Street, Bayshore, NY, 11706

FEDERAL TAX ID #: 113063128

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.

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
1/25/17

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO NEGATIVE

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

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

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

Vendor: Rehab Med Services, PC

Dated: 12/29/2016

Signed: Craig H. Rosenberg

Print Name: Craig H. Rosenberg

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):

NONE

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

NONE

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

NONE

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

NONE

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

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

NONE

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

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

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

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

Dated: 12/29/2016

Signed:

Greg H. Rosenberg

Print Name:

Greg H. Rosenberg, MD

Title:

President

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 CRAIG H ROSENBERG
Date of birth 7 / 1 /
Home address 112 CLIFF RD
City/state/zip PORT JEFFERSON N.Y. 11777
Business address 301 E. MAIN ST
City/state/zip BAYSHORE N.Y. 11706
Telephone 631 968-3100
Other present address(es) 685 BRIDGE ST (2nd house)
City/state/zip GREENPORT NY 11794
Telephone 631 320-8618
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President 1986 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) owner

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☒ If Yes, provide details. 100% sole owner

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

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

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

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

a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ☒ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ☒ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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

I, CRAIG H. ROSENBERG, 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 29 day of December 2016

Maria Rispoli
Notary Public

MARIA RISPOLI
Notary Public, State of New York
No. 01RI6014197
Qualified in Suffolk County
Commission Expires October 5, 2018

Rehabilitative Services, PC
Name of submitting business

Craig H. Rosenberg, ms
Print name

Craig H. Rosenberg, ms
Signature

Pres. client
Title

12 / 29 / 2016
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: 12-29-16

1) Proposer's Legal Name: Craig H ROSENBERG

2) Address of Place of Business: 301 E MAIN ST BALSHORE NY 11706

List all other business addresses used within last five years:

N.A. NEGATIVE
3) Mailing Address (if different): P.O. Box 230 ISLIP NY 11751

Phone: 631 968-3100

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: UNKNOWN

5) Federal I.D. Number: 113063128

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☒ No ☐ If Yes, please provide details: NORTHWELL HEALTH

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

CONFLICT OF INTEREST POLICY ATTACHED

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

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

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

ATTACHED

- B. Indicate number of years in business. 31 years since 1986

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

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

Company WESTCHESTER COUNTY DEPARTMENT OF LAW

Contact Person FREDRICK SULLIVAN

Address 148 MARTINE AVE

City/State WHITE PLAINS, NY 10601

Telephone 914 995-4269 914 995-2660

Fax # _____

E-Mail Address westchester.gov.com

Company RIVERHEAD POLICE DEPARTMENT
Contact Person DAVID HEGERMILLER
Address 200 HOWELL AVE
City/State RIVERHEAD NY 11901-2516
Telephone 631 727-3200
Fax # 631 727-6152
E-Mail Address _____

Company SUFFOLK COUNTY OFFICE LABOR RELATIONS
Contact Person LORETTA HART
Add. HLEEDENILSON BLDG. 10th Fl 100 VETERANS HWY.
City/State HAUPPAUGE NY 11788
Telephone 631 853-4900
Fax # 631 853-4981
E-Mail Address _____

CERTIFICATION

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

I, CRAIG H ROSENBERG, 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 29 day of December 2016

Maria Rispoli
Notary Public

MARIA RISPOLI
Notary Public, State of New York
No. 01RI6014197
Qualified in Suffolk County
Commission Expires October 5, 2018

Name of submitting business: Rehabilitate Medicine Services, PC

By: Craig H Rosenberg, MD
Print name

Craig H. Rosenberg
Signature

President
Title

12 / 29 / 2016
Date

REHABILITATION MEDICINE ASSOCIATES

P.O. Box 230

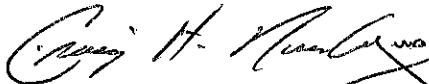
Islip, New York 11751-0230

Telephone: (631) 968-3100

Fax: (631) 968-3319


Nassau County Contract: CONFLICT OF INTEREST POLICY

In the event there is a conflict or potential conflict of interest (i.e., current or former patient, family member or friend of Rehabilitation Medicine Associates), the Medical Evaluation Unit will be contacted immediately and notified of any potential conflicts of interest. The officer will not be seen pending final determination of whether or not an actual conflict exists.



Craig H. Rosenberg, MD

Updated: February 7, 2017



REHABILITATION MEDICINE ASSOCIATES

P.O. Box 230

Islip, New York 11751-0230

Telephone: (631) 968-3100

Fax: (631) 968-3319

NASSAU COUNTY

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

Date of formation- Individual, Craig Rosenberg

Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner- Individual, Craig Rosenberg

Name, address and position of all officers and directors of the company- Individual, Craig Rosenberg

State of incorporation- Individual, Craig Rosenberg

The number of employees in the firm- Individual, Craig Rosenberg

Annual revenue of firm- Individual, Craig Rosenberg

Summary of relevant accomplishments- Individual, Craig Rosenberg

Copies of all state and local licenses and permits- Individual, Craig Rosenberg

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate



License Number: A153525-1

Certificate Number: 9251084

ROSENBERG CRAIG HILLIARD
301 EAST MAIN STREET
PHYSICAL MED & REHAB
HEALTH INSTITUTE BLDG
BAY SHORE NY 11706-0000

Is registered to practice in New York State through 06/30/2018 as a(n)
PHYSICIAN

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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SCHOOL OF MEDICINE

Curriculum Vitae

Date Prepared: February 22, 2015

Name: Craig H. Rosenberg, M.D.

Office Address: 301 E. Main Street, Bay Shore, N.Y. 11706

Home Address: 112 Cliff Road, Port Jefferson, N.Y. 11777

Work Phone: 631-474-9331

Work E-Mail: crosenbe@nshs.edu

Work FAX: 631-968-3319

Place of Birth: New York, N.Y.

Education

| Year | Degree (Honors) | Fields of Study (Thesis advisor for doctoral research degrees) | Institution |
|------|--------------------|--|---------------------------|
| 1976 | B.S. | Biology | S.U.N.Y at Stony Brook |
| 1981 | M.C. | Medicine | Univ Auton de Guadalajara |
| 1982 | Fifth Pathway | Clinical Clerkship | Downstate Medical School |

Postdoctoral Training

| Year(s) | Title | Specialty/Discipline (Lab PI for postdoctoral research) | Institution |
|-------------|---------------|--|---------------------------|
| 01/83-12/85 | Resident | Physical Medicine & Rehabilitation | N.Y.U. School of Medicine |
| 08/95-11/96 | Post Graduate | Occupational Medicine | Medical College Wisconsin |



SCHOOL OF MEDICINE

Faculty Academic Appointments

| Year(s) | Academic Title | Department | Academic Institution |
|-------------|-------------------------|------------------------------------|--|
| 01/85-08/95 | Clinical Instructor | Physical Medicine & Rehabilitation | NYU School of Medicine |
| 12/93-03/96 | Cl. Assistant Professor | Physical Medicine & Rehabilitation | Einstein College of Medicine |
| 03/95- | Cl. Assistant Professor | Physical Medicine & Rehabilitation | SUNY at Stony Brook School of Medicine |
| 03/95- | Cl. Assistant Professor | Neurosurgery | SUNY at Stony Brook School of Medicine |
| 08/95-03/10 | Cl. Assistant Professor | Physical Medicine & Rehabilitation | NYU School of Medicine |
| 04/10- | Assistant Professor | Physical Medicine & Rehabilitation | Hofstra NSLIJ School of Medicine |

Appointments at Hospitals/Affiliated Institutions

| Year(s) | Position Title | Department (Division, if applicable) | Institution |
|-------------|---------------------|--------------------------------------|---|
| 01/86-12/88 | Assistant Attending | Physical Medicine & Rehabilitation | Bellevue Hospital Center |
| 01/86-03/10 | Assistant Attending | Physical Medicine & Rehabilitation | N.Y.U. Medical Center |
| 07/87-03/94 | Attending Physician | Physical Medicine & Rehabilitation | Catholic Medical Centers of Brooklyn and Queens |
| 11/87-04/94 | Attending Physician | Physical Medicine & Rehabilitation | Jamaica Hospital Medical Center |
| 06/92-03/96 | Assistant Attending | Physical Medicine & Rehabilitation | L.I.J. Medical Center |
| 06/92-06/96 | Assistant Attending | Physical Medicine & Rehabilitation | Astoria General Hospital/Mt. Sinai Western Queens |
| 01/94-12/01 | Attending Physician | Physical Medicine & Rehabilitation | St. Charles Hospital and Rehabilitation Center |
| 06/95-12/01 | Assistant Attending | Physical Medicine & Rehabilitation | St. Francis Hospital |
| 03/99-12/01 | Assistant Attending | Physical Medicine & Rehabilitation | Mercy Medical Center |
| 08/99-12/06 | Attending Physician | Physical Medicine & Rehabilitation | Catholic Medical Centers, Brooklyn and Queens |
| 01/03- | Attending Physician | Physical Medicine & Rehabilitation | NSLIJ Southside Hospital |
| 01/07-12/07 | Attending Physician | Physical Medicine & Rehabilitation | Caritas Health System/St. John's Hospital Queens |

**Other Professional Positions**

| Year(s) | Position Title | Institution |
|-------------|-------------------------------|---|
| 11/87-12/90 | Consultant | N.Y.C. Department of Sanitation |
| 01/98- | Trustee | Police Surgeons' Benevolent Association of N.Y. |
| 01/95- | Consultant/Medical Arbitrator | Medscope in contract with multiple counties |
| 01/02- | Consultant/Expert Reviewer | P.R.I. Malpractice Carrier |
| 01/04-12/07 | Trustee | Temple Beth Emeth of Mt. Sinai |
| 09/08-04/10 | Consultant | Broadway League/Actors' Equity |
| 04/13- | Impartial Specialist | N.Y.S. Workers' Compensation Board |

Major Administrative Leadership Positions

| Local | | |
|------------|---|---|
| Year(s) | Position Title | Institution (note if specific department) |
| 7/86-8/86 | Acting Clinical Director | Rusk Institute of Rehabilitation Medicine |
| 11/87-4/94 | Chairman, Rehabilitation Medicine | Jamaica Hospital Medical Center |
| 9/88-3/94 | Medical Director, Rehabilitation Medicine | St. Joseph's Hospital |
| 7/91-3/94 | Medical Director, Rehabilitation Medicine | Mary Immaculate Hospital |
| 3/94-12/01 | Medical Director, Rehabilitation Medicine and Occupational Medicine | St. Charles Hospital and Rehabilitation Center |
| 1/97-12/01 | Medical Director, Rehabilitation Medicine | John T. Mather Memorial Hospital |
| 7/93-4/94 | Residency Site Coordinator, PM&R Residency Program | Long Island Jewish Medical Center |
| 7/93-4/94 | Residency Site Coordinator, PM&R Residency Program | Long Island Jewish Medical Center Jamaica Hospital Site |
| 9/96-12/01 | Residency Program Director, PM&R Residency Program | S.U.N.Y at Stony Brook School of Medicine |
| 1/97-12/01 | Medical Student Advisor | S.U.N.Y at Stony Brook School of Medicine |
| 8/99-12/06 | Residency Site Coordinator, PM&R Residency Program | Long Island Jewish Medical Center SVC MC Brooklyn and Queens Sites |
| 1/03- | Chairman/Medical Director, Department of PM&R | NSUH-LIJ Southside Hospital |
| 1/03- | Residency Site Coordinator, Department of PM&R | NSUH-LIJ Southside Hospital |

Regional

| Year(s) | Position Title | Institution (note if specific department) |
|------------|---|---|
| 6/99-12/01 | System wide Medical Director, Rehabilitation Medicine Services | Catholic Health Services of Long Island |
| 8/99-12/06 | Regional Chairman, Department of Rehabilitation Medicine | SVCMC Brooklyn and Queens Region |
| 9/2015- | Director, Rehabilitation Strategic Initiatives, Eastern Region | NSLIJ Health System |

Committee Service**Local**

| Year(s) of Membership | Name of Committee | Institution/Organization |
|--------------------------|-------------------|--|
| | Dates of Role(s) | Title of Role(s) |
| 2011- 2015 | Faculty Council | Hofstra North Shore-LIJ School of Medicine |

Professional Societies

| Year(s) of Membership | Society Name | |
|--------------------------------------|--|---|
| | Dates of Role(s) | Title of Role(s) |
| 1986- 1995-1998 2000- 2001- | American Academy of PM&R | Member, Information Technology Committee Member, Pain/Neuromuscular Medicine Council Member, Musculoskeletal Medicine Council |
| 1994- | American Academy of Disability Evaluating Physicians | Fellow |
| 1995- | Association of Academic Physiatrists | Member |
| 1992- | American College of Physician Executives | Member |
| 2013- 2013- | American College of Occupational and Environmental Medicine | Member, Work Fitness and Disability Section |
| 2010 2006- | American Academy of Medical Acupuncture | Member |

**Honors and Prizes**

| Year | Name of Honor/Prize | Awarding Organization | Achievement for which awarded (if unclear from award title) |
|------|---------------------|-------------------------------|--|
| 2006 | Top Teacher Award | Northshore-LIJ PM&R Residency | Teaching |

Report of Local Teaching and Training**Teaching of Students in Courses:**

| Year(s) | Course Title | Location |
|-----------|---|---|
| | Type of student/audience | Level of Effort |
| 2012 | Clinical Examination of the Knee 2 nd year medical students | School of Medicine 2-hr session |
| 2013-2014 | Clinical Examination of the Shoulder 2 nd year medical students | School of Medicine 2-hr session annually |

Formal Teaching of Residents, Clinical Fellows and Research Fellows (post-docs):

| Year(s) | Title | Location |
|-----------|--|--|
| | Type of student/audience | Level of Effort |
| 1992-1993 | Traumatic Brain and SCI Module PGY2-PGY4 Residents | LIJ PM&R Residency 3-hr sessions |
| 1994 | Amputee and Prosthetics Module PGY2-PGY4 Residents | LIJ PM&R Residency 2-hr session |
| 2001 | Repetitive Strain Injuries PGY2-PGY4 Residents | LIJ PM&R Residency 1-hr session |
| 2006 | Rehab Team and Rehab Orders PGY2-PGY4 Residents | NS-LIJ PM&R Residency 1-hr session |
| 2007 | Myofascial Pain Syndrome PGY2-PGY4 Residents | NS-LIJ PM&R Residency 1-hr session |
| 2011 | Quality Improvement for Physiatrists PGY2 Residents | NS-LIJ PM&R Residency 1-hr session |
| 2002 | Low Back Pain PGY2-PGY4 Residents | NY Presbyterian PM&R Residency 1-hr session |

**Clinical Supervisory and Training Responsibilities:**

| Year(s) | Type of responsibility/Location | Level of Effort |
|-----------|---|---------------------|
| 1986-1987 | Rehab Inpatient Service and Outpt Clinics Faculty Supervisor/Bellevue Hospital | 20 hours per week |
| 1987-1988 | Outpatient Rehabilitation Clinic Faculty Supervisor Family Practice Jamaica Hospital Medical Center | 1 session per week |
| 1990-1994 | Rehab Inpatient Service and Outpt Clinics Faculty Supervisor/Jamaica Medical Center | 20 hours per week |
| 1999-2001 | Outpatient Rehabilitation Clinics Faculty Supervisor, St. Charles Hospital | 3 sessions per week |
| 1999 | PMR Resident EMG Rotation Faculty Supervisor/St. John's Hospital | 2 sessions per week |
| 2003 | Inpatient PMR Resident Supervision Faculty Supervisor/Southside Hospital | 20 hours per week |
| 2005-2011 | Outpatient Rehabilitation Clinics Faculty Supervisor, Southside Hospital | 2 sessions per week |

Local Invited Presentations:

| Year(s) | Title of presentation/ Type of presentation Department and Institution where presented (Sponsor, if any) |
|---------|---|
| 2015 | Disability Evaluation/Grand Rounds CME, Department of PM&R, Hofstra NSLIJ Medical School |
| 2013 | Causality and the Work Place Injury/Lecture Department of Occupational Medicine, NSLIJ Health System |
| 2013 | Neuroplasticity/Lecture NS-LIJ Brain Injury Symposium, Hofstra NSLIJ Medical School |
| 2012 | Road to CARF Accreditation/Grand Rounds Department of PM&R, Hofstra NSLIJ Medical School |
| 2010 | Management of Spasticity/Lecture Cushing Institute, Neurology and Neurosurgery Update, Hofstra NSLIJ SOM |
| 2002 | Low Back Pain Assessment/Grand Rounds Dept. of Family Practice, St. Joseph's Hospital, CMC |
| 2002 | Functional Assessment of Geriatric Patients/Lecture Dept. of Family Practice, St. Joseph's Hospital, CMC |
| 2001 | Spinal Cord Injury Rehabilitation/Grand Rounds Dept. of Orthopedics, Mary Immaculate Hospital, CMC |
| 2001 | Repetitive Strain Injuries/Lecture St. Charles Hospital and Rehabilitation Center |



- 2000 Low Back Pain Diagnosis/Grand Rounds
Dept. of Podiatry, Catholic Medical Centers Brooklyn Queens
- 2000 Low Back Pain Management/Lecture
St. Charles Hospital and Rehabilitation Center
- 1995 Functional Deficits in Diabetic Neuropathy/Lecture
St. Charles Hospital & Rehabilitation Center

Note: No presentations were sponsored by outside entities.

Report of Regional, National and International Invited Teaching and Presentations

| Regional | |
|----------|--|
| Year(s) | Title of presentation or name of course/ Type of presentation/role(s) (note if presentation the result of a selected abstract) |
| | Location (Sponsor, if any) |
| 2002 | The Low Back Pain Dilemma/Lecture Dept. of PM&R, New York-Presbyterian Hospital Healthcare System |
| 2001 | Repetitive Strain Injuries/Grand Rounds Division of PM&R, Long Island Jewish Medical Center |
| 1999 | Geriatric Functional Assessment/Grand Rounds Division of Geriatrics, SUNY at Stony Brook |
| 1998 | Functional Assessment of the Elderly Patient/Grand Rounds Dept. of Medicine, Brookhaven Memorial Hospital |
| 1993 | Repetitive Strain Injuries/Lecture Long Island Arthritis Foundation Arthritis Symposium |

No presentations below were sponsored by outside entities.

Report of Clinical Activities and Innovations

Current Licensure and Certification:

| Year | Type of License or Certification |
|------|----------------------------------|
| 1983 | New York Medical License |
| 2002 | New York Acupuncture License |

**Practice Activities:**

| Year(s) | Type of activity | Name and location of practice | Level of activity |
|-----------|---|---|-------------------|
| 1986-1987 | Inpatient | Rusk Associates, NYU | Half-time |
| 1986-1988 | Inpatient, Outpatient Clinics | Bellevue Hospital | Half-time |
| 1987-1994 | Inpatient, Outpatient | Rehab Medicine Associates/Jamaica Hospital | Half time |
| 1988-1994 | Inpatient Consults EMG | Rehab Medicine Associates/St. Joseph's Hospital | Half time |
| 1994-2001 | Inpatient Outpatients EMG | Rehab Medicine Associates/ St. Charles Hospital | Half time |
| 2002 | Inpatient Consults Outpatients | Rehab Medicine Associates/St. Vincent CMC | Half time |
| 2003-2015 | Inpatients Outpatients EMG Acupuncture | Rehab Medicine Associates/ Southside Hospital | Half time |

Report of Education of Patients and Service to the Community

| Year(s) | Organization or institution/ Role (Sponsor, if any) |
|---------|---|
| 2005 | Acupuncture lecture given at Health Promo Day, North Shore Jewish Center, Pt Jeff, NY. |
| 2005 | Neuroplasticity lecture for Coma Recovery Association of New York at their annual symposium. |
| 2005 | Complex Regional Pain Syndrome lecture at N.Y.C. Police Surgeon's meeting. |
| 2003 | Pharmacological Interventions to Facilitate Arousal in Coma Patients for Coma Recovery Association of New York at their annual symposium. |
| 1999 | Evaluation of Functional Deficits in Diabetic Neuropathy lecture for the Medical Department of Social Security Disability. |
| 1997 | Diagnostic Testing and Functional Capacity Evaluations lecture for Genex Services. |
| 1994 | Repetitive Strain Injuries lecture for insurance adjustors at Fireman's Fund Insurance Company. |
| 1991 | Low Back Injury and Disability Management lecture given at Intracorp |
| 1991 | Repetitive Strain Injuries given to the National Association of Hispanic Journalists |

- No educational materials below were sponsored by outside entities.

Recognition:

| Year(s) | Name of award/recognition | Organization conferring recognition |
|-----------|--|-------------------------------------|
| 1998-2015 | Top Doctor | Castle Connolly |
| 2001 | Best Doctor | New York Magazine |
| 2009-2015 | Top Doctor | Newsday |
| 2009-2012 | Best Doctors in America | Best Doctors |
| 1992 | Who's Who Among Rising Young Americans | Who's Who |

Report of Scholarship

Peer-Reviewed Publications in print or other media

Rosenberg, CH, Popelka, GM. Post-Stroke Rehabilitation: A Review of the Guidelines for Patient Management. *Geriatrics* 2000; 55: 75-81.

Saltzman, LS, Rosenberg, CH, Wolf, RH. Brainstem Infarction with Pharyngeal Dysmotility and Paralyzed Vocal Cord: Management with a Multidisciplinary Approach. *Archives of Physical Medicine and Rehabilitation* 1993; 74(2) 214-216.

Non-peer reviewed scientific or medical publications/materials in print or other media

Rosenberg, CH. Industrial Rehabilitation (book chapter) in *Physical Medicine and Rehabilitation Q&A Review*. First Edition. Weiss, L, Lenaburg, H and Weiss, J, Editors. Demos Medical Publishing. 2013.

Rosenberg, CH. Musculoskeletal Disorders of the Upper Extremities (book chapter) in *Physical Medicine and Rehabilitation Q&A Review*. First Edition. Weiss, L, Lenaburg, H and Weiss, J, Editors. Demos Medical Publishing. 2013.

Rosenberg, CH, John, S, Sabini, R. Neurorehabilitation (book chapter) in *Physical Medicine and Rehabilitation Pocketpedia*. Second Edition. Choi, H, Sugar, R, Fish, D, Shatzer, M, Brabak B, Editors. Lippincott Williams and Wilkins Publishers. 2013.

Rosenberg, CH, John, S. Brain Injury Rehabilitation (book chapter) in *Physical Medicine and Rehabilitation Q&A Review*. First Edition. Weiss, L, Lenaburg, H and Weiss, J, Editors. Demos Medical Publishing. 2012.

Rosenberg, CH, Patel M, Simantov, J. The Role of the Neurophysiatrist (book chapter) in *Neurorehabilitation, A Team Approach*. Elbaum, J, Benson, D, Editors. Springer Science and Business Media. 2007.

Professional Educational Materials or Reports, in print or other media

Rosenberg, CH. Syllabus on Geriatric Rehabilitation. SUNY at Stony Brook Geriatric Fellowship Rotation. 1999.



Clinical Guidelines and Reports

Rosenberg, CH. Clinical Guidelines for Evaluation and Multidisciplinary Treatment of Low Back Pain. St. Charles Hospital in collaboration with SUNY at Stony Brook. 1998.

Abstracts, Poster Presentations and Exhibits Presented at Professional Meetings:

Saltzman, LS, **Rosenberg, CH.** Management of Cumulative Trauma Disorders with Occupational and Nonoccupational Risk Factors. Abstract. New York Society of Physical Medicine and Rehabilitation. 1993.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2017

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

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

| | | |
|---|--|---------------|
| PRODUCER Hub International Northeast Ltd. 100 Sunnyside Boulevard Woodbury NY 11797 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): 516-417-5800 FAX (A/C, No): 917-934-5446 | |
| INSURED REHAMED-01 Rehabilitation Medicine Associates, P.C. PO Box 230 Islip NY 11751-0230 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Travelers Casualty Insurance Compan | 19046 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1585412351

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 680157R5799 | 7/9/2016 | 7/9/2017 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> | | | 680157R5799 | 7/9/2016 | 7/9/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

Nassau County, Nassau County Correctional Center, 100 Carmen Avenue, East Meadow, NY 11554 is listed as Additional Insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Nassau County Nassau County Correctional Center 100 Carmen Avenue East Meadow NY 11554 | 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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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.

COUNTY OF NASSAU

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

1. Name of the Entity: REHABILITATION MEDICINE ASSOCIATES

Address: 301 E MAIN ST

City, State and Zip Code: BAYSHORE NY 11706

2. Entity's Vendor Identification Number: 113023128

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

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

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

CRAIG H ROSENBERG

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.

N.A. NEGATIVE

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

N.A. NEGATIVE

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

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

N.A. NEGATIVE

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

N.A. NEGATIVE

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

N.A. NEGATIVE

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

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

Dated:

12/29/2016

Signed:

Craig H. Rosenberg

Print Name:

Craig H. Rosenberg

Title:

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) Rehabilitation Medicine Services, P.C., a corporation organized under the laws of New York state, having its principal corporate offices at 301 East Main Street, Bay Shore, New York 11706 ("Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to provide medical consulting services as specified in the "Workers' Compensation and Section 207-C of the General Municipal Law, Nassau County Sheriff's Department Policy" (hereinafter "CBA");

WHEREAS, the CBA requires medical evaluation services be provided to Correction Officers for injuries alleged to have resulted from incidents occurring while performing their duties;

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

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

1. TERM. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017 subject to extension or sooner termination as provided in this Agreement. This Agreement may be renewed, at the County's sole discretion and subject to all necessary County approvals, for two (2) additional one (1) year periods for a possible term of three (3) years, subject to the County's right of early termination as provided in this Agreement.
2. SERVICES. Contractor shall furnish all the professional medical services required to be performed by the medical consulting service as specified in Workers' Compensation and Section 207-C of the General Municipal Law Nassau County Sheriff's Department Policy ("Annex A", attached hereto and made a part hereof), and shall provide such services directly, consistent with Annex D attached hereto and made a part of ("Services"). Such Services to be provided by the Contractor under this Agreement include, but are not limited to, the following professional medical services:
 - a) (a) Perform a full medical evaluation of NCCC employees referred by either NCCC's Deputy Under Sheriff ("DUS") of Administration or SHOA within ten (10) business


days of such referral. Such referral shall be submitted to Contractor in written form, and shall contain the information reflected on Annex C, Sample Cover Letter Medical Documentation for Examination, attached hereto.

- b) Prepare written reports describing the evaluation performed pursuant to paragraph 2. a, above and the results of such evaluation, and submit such reports to the DUS and SHOA within five (5) business days of the evaluation to the DUS and SHOA, except that when Contractor requires additional information and/or records, such report shall be submitted within five (5) business days of receipt by Contractor of the additional information and/or records.
- c) When Contractor is elected pursuant to paragraph 4 of Annex A, resolve disputes between NCCC and SHOA as to the alleged recurrence or aggravation of an NCCC employee's prior line-of-duty injury within ten(10) business days of the submission of the dispute to Contractor, except that when Contractor requires additional information and/or records, such dispute shall be resolved within five (5) business days of receipt by Contractor of the additional information and /or records.
- d) When contractor is elected pursuant to paragraph 5 of Annex A, perform medical evaluations to determine the NCCC employee's fitness to perform temporary limited or full duty, and the NCCC employee's prognosis for full duty, including the review of the employee's medical and diagnostic reports and any and all other clinical evidence within ten (10) business days from the date the request is submitted, in written form consistent with Annex C, to Contractor; except that when Contractor requires additional information and/or records, such determination will be made within five(5) business days of receipt by Contractor of the additional information and/or records.
- e) Maintain records relative to all services rendered under the terms of this Agreement and such records shall include, but not be limited to: the dates and description of evaluations of corrections staff; description of evaluations; and Contractor's determinations on all such evaluations. Contractor shall deliver a copy of all records requested by NCCC within five (5) business days of the request.

3. PAYMENT.

- a) Amount of Consideration. For Services provided pursuant to the terms of this Agreement, Contractor shall be paid amount not to exceed forty nine thousand dollars (49,000.00) payable at the rates specified in Annex B. Upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County.
- b) Vouchers; Voucher Review, Approval and Audit. I) 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 of 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. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
6. Compliance with Law.
- a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, 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." 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, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

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

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

c) Records Access. The parties acknowledge and agree that all records, information, and data ("information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

d) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department. Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

7. Minimum Service Standards. Regardless of whether required by Law:

- a. The Contractor shall, and shall cause Contractor Agents, to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- b. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- c. 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.

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 or 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.

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

- h. 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.
- i. It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

11. Termination.

- j. 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.

- k. 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 Sheriff of NCCC (the "Sheriff"), 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 Sheriff shall be given to the Deputy County Executive who oversees the administration of NCCC (the "Applicable DCE") on the same day that notice is given to the Sheriff.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination 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 provision 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 presentation. 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 with 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.

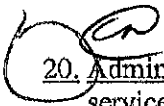
- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced 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 negotiations 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. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

 20. Administrative Service Charge. Contractor agrees to pay the County an administrative service charge of One Hundred 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 Counsel upon signing this Agreement.

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

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

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 written above.

REHABILITATION MEDICINE SERVICES, P.C.

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

REHABILITATION MEDICINE SERVICES, P.C.

By: Craig H. Rosenberg, MD
Name: Craig H. Rosenberg, MD
Title: President
Date: 12/29/2016

NASSAU COUNTY

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

(PLEASE EXECUTE IN BLUE INK)

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 29 day of December in the year 2016 before me personally came CRAIG H ROSENBERG 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 PRESIDENT of REHABILITATION MEDICINE PCSS 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

Maria Rispoli

MARIA RISPOLI
Notary Public, State of New York
No. 01RI6014197
Qualified in Suffolk County
Commission Expires October 5, 2018

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 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:

(Name) CRAIG H ROSENBERG
(Address) 301 E MAIN ST BAYSHORE NY 11706
(Telephone Number) 631 968-3100

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.

Dated 12/29/2016 Craig H. Rosenberg
Signature of Chief Executive Officer

Craig H. Rosenberg, m.d.
Name of Chief Executive Officer

Sworn to before me this

29 day of December, 2016.

Maria Rispoli

MARIA RISPOLI
Notary Public, State of New York
No. 01RI6014197
Qualified in Suffolk County
Commission Expires October 5, 20 18

Annex A

ATTACHMENT "B"

Y-45

WORKERS' COMPENSATION AND SECTION 207-C
OF THE GENERAL MUNICIPAL LAW
NASSAU COUNTY SHERIFF'S DEPARTMENT POLICY

1. The purpose of this Agreement is to enable the NASSAU COUNTY SHERIFF'S DEPARTMENT (hereinafter referred to as the DEPARTMENT) and the SHERIFF OFFICERS ASSOCIATION, INC. (hereinafter referred to as ShOA) to resolve disputed cases of illnesses or injuries (physical or mental) resulting from incidents which reportedly occurred while Correction Officers were performing their official police/peace officer duties pursuant to the laws of NY State. Section 207(c) of the General Municipal Law requires a due process hearing to resolve such disputes.

However, the Sheriff and or his designee may exercise their discretion and deem that an injury or illness whether physical or mental resulting from an incident to be considered 207(c) status immediately following said incident. If said illness or injuries are disputed by the Sheriff or his designee then the parties wish to resolve these disputes in a prompt, fair and equitable manner and consequently have agreement that these issues in dispute may be resolved through the use of an employee option to utilize an independent medical consulting service and/or arbitration in lieu of the above stated due process hearings.

2. Issues which shall be affected and/or determined by the use of an independent medical facility are as follows:
A. 1. Whether a physical illness or injury (physical or mental) suffered by a Correction Officer was incurred in the performance of his/her duties.

2. Whether a current illness or injury (mental or physical) is a recurrence or aggravation of a prior illness or injury (mental or physical), which occurred in the performance of police/peace duties.

3. Whether a Correction Officer who incurred an illness or injury (mental or physical) as the result of the performance of police/peace duties has sufficiently recovered and is physically and mentally able for either temporary limited duty assignments or full duty. For the purpose of this Agreement, the hearing officer or medical consulting service shall determine temporary limited duty.

3. The Department may dispute the validity of a Correction Officer's original illness or injury incurred in the performance of police/peace duties, as set forth in paragraph 2 (a) above, within 30 calendar days of the date the department is notified of said illness or injury. Said Correction Officer may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law Section 207(c) or by an independent arbitrator selected pursuant to Section 20-1.4 of this Agreement. In addition, at the request of either the Department or ShOA, such employee may be required to submit on a timely basis to designated medical consulting service described hereafter for a full medical evaluation; the result of said medical evaluation shall be submitted into evidence at the arbitration proceeding or 207 (c) hearing established to resolve the causal connection dispute. The decision of the arbitrator or hearing officer designated to conduct the arbitration or the 207 (c) hearing shall be final and binding on the Department and the Correction Officer with respect to the issue of causal connection. The cost of the arbitrators fee and his expenses shall be paid by the County of Nassau.

4. In cases where a Correction Officer alleges a recurrence or aggravation of a prior line-of-duty injury as set forth in paragraph 2(b) above, which is disputed by the Department, said Correction Officer may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law Section 207 (c) or by the medical consulting service described herein. The decision of the hearing officer designated to conduct the 207 (c) hearing or the medical consulting service shall be final and binding on the Department and the Correction Officer.

5. In disputed cases where the Department believes that a Correction Officer who has been out of work as a result of a prior line-of-duty injury or illness (mental or physical) is capable both physically and/or mentally of performing either temporary limited duties or full duties as set forth in paragraph 2 (a) above, the Correction Officer may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law Section 207 (c) or by the medical consulting service described herein. The decision of the hearing officer designated to conduct the 207 (c) hearing or the medical consulting service shall be final and binding on the Department and Correction Officer.

6. Within 48 hours after notification by the Department to the member and ShOA of the existence of a disputed injury or illness as described in paragraphs 3,4,5, the Correction Officer, or ShOA acting on his behalf, must select an option. If a Correction Officer, or ShOA acting on his behalf, fails to select an option within the required time frame, the Department may proceed with a hearing as provided for under Section 207 (c) of the General Municipal Law. Appointments with the medical consulting service must be scheduled within seven (7) calendar days following the selection by the Correction Officer. A Correction Officer, upon written request, shall be granted a delay in the scheduling of such appointment for the purpose of securing medical reports as described in paragraph 10. The parties agree, however, that such Correction Officer must submit to an examination within fourteen (14) calendar days of the date the dispute arose, unless he/she can clearly demonstrate that he/she undertook all reasonable efforts to obtain the relevant medical records, in which case such Correction Officer must submit to an examination within twenty-eight (28) calendar days of the date the dispute arose.

7. The provisions of this Agreement shall be fully set forth and incorporated in the collective bargaining agreement currently in existence between the Department and ShOA. It is expressly agreed by all parties that any pending and future disputes as set forth in paragraph 2 above shall be resolved in accordance with the terms of this Agreement."

14. The Independent Medical Facility (IMF) shall set forth a time period when the employee shall again be re-evaluated. The Department Medical Investigations Unit (MIU) may re-evaluate the employee within one-month of the date set by the IMF.

15. Re-evaluation by the Department MIU may be included in the package sent to the IMF, for subsequent re-evaluation, but may not change the employee's current status.

16. Sheriff's Department personnel will continue to schedule appointments with the IMF.

17. The Office of Labor Relations shall continue to act as the liaison in setting internal medical disputes between the Association and the Department.

18. Presumptions. The presumptions contained in this section are specifically intended to benefit the claimant and ease the burden of presenting and establishing a compensable claim.

a. In the absence of substantial evidence to the contrary, it is presumed that an accident, which occurs in the course of the employment, also has risen out of the employment.

b. In the absence of substantial evidence to the contrary, it is presumed that sufficient notice was given to the employer within thirty (30) days after the accident, illness or death.

c. In the absence of substantial evidence to the contrary, it is presumed that the injury was not caused by the willful intention of the injured employee to bring about the injury or death of himself/herself or of another.

d. In the absence of substantial evidence to the contrary, it is presumed that the injury did not result solely from intoxication of the injured employee while on duty.

19. All other presumptions, benefits and/or limitations contained in the Workers' Compensation, both positive and negative, and all liens of Workers' Compensation, shall apply to the procedure outlined in this Agreement.

20. The County of Nassau shall take no retaliation against nor terminate, discipline or take any other negative employment action against any employee who avails himself/herself of the procedure as outlined above regarding compensation for an on the job injury.

8. The use of a medical consulting service shall be established by separate letter agreement, the terms of which shall coincide with the time periods of collective bargaining agreement. The medical facilities being utilized to carry out the intent of this Agreement may be changed at any time with the consent of both parties signatory to this Agreement. If the parties are unable to agree on the selection of a medical facility, then the parties shall select an arbitrator pursuant to Section 20-1.4 of this Agreement. At the arbitration of the issue, both parties shall submit the names and qualifications of those medical facilities located in Nassau or Suffolk Counties. The arbitrator shall conduct a hearing and make a determination regarding the selection of the facility to be utilized during the existing term of the collective bargaining agreement.

9. The medical consulting service shall determine an employee's inability or fitness to perform temporary limited duty or full duty and whether such condition is of a temporary or permanent nature. If the condition is considered to be of a limited duration, then the medical consultant shall establish a date for that officer's re-evaluation. The Department shall assign officers limited to restricted duty-to-duty assignments consistent with said restrictions. Disputes concerning restricted duty assignments shall be resolved in an expedited basis by an arbitrator to be agreed upon mutually by both parties.

10. Medical consultants, prior to making their determination, shall receive copies of the employees' diagnostic reports, x-rays, lab reports, hospital records and such other clinical evidence as the parties may deem relevant which would enable the consultants to render their own objective determination. Records may not be unilaterally submitted to the medical consultant. All records shall first be screened at a joint meeting of the representatives of both parties who will then forward said documents to the medical consulting service.

11. The Department agrees to retain all Correction Officers subject to such medical disputes as described in paragraph 2 (c) on full pay, line-of-duty injury status 207 (c) until such date as a decision is rendered by the hearing officer, arbitrator or medical consultant. The parties agree, however, that if the Department prevails on the issue the Correction Officer shall be transferred from 207 (c) to Workers' Compensation status effective the date the decision is rendered or the 15th calendar day after the dispute arose, whichever occurs sooner. However, in the event the medical consultant does not render a decision on or before the 15th calendar day after the dispute arose, through no fault of the employee, including the procurement of medical documentation or statements, the transfer from 207 (c) to Workers' Compensation status shall be effective the date of the decision.

12. The Department agrees that upon a favorable determination to the Officer stemming from a dispute described in paragraphs 2 (a) and 2 (b), the Correction Officer shall be credited with line-of-duty illness or injury status retroactive to the date of said illness or injury or recurrence of same.

13. Following the return to work by a Correction Officer in a limited or restricted duty capacity, the effect of which subsequently may render the Officer incapable of performing limited or restricted duty, the Officer shall be re-examined by the medical consultant service provided that the Officer presents to the Department at his/her own expense a detailed report from a medical doctor specifying the changes that occurred in the Officer's condition since his/her prior examination by the medical consultant service and how such changes have resulted in deterioration of the condition. The parties agree that the Officer shall remain on Workers' Compensation status while out of work and be charged with a reduction of such leave accruals during the pendency of this re-examination period. Should the officer be found unfit for limited duty upon re-examination due to the line-of-duty injury or illness, then his/her sick leave deductions shall be restored retroactive to the date the Department was notified by the physician of the change in condition.

-----X
In the Matter of the Arbitration

- Between -

SHERIFF COUNTY

"County"

and -

SHERIFF'S OFFICERS ASSOCIATION

"Union"

-----X

Re: Medical
Consulting Services

APPEARANCES

For the County

Seth Weiss, Esq., Office of Labor Relations
Peter Dudak, Lieutenant, Sheriff's Department
Michael Golio, Lieutenant, Sheriff's Department

For the Union

Wayne Schaefer, Esq., Attorney
Michael F. Adams, SHOA President
Carlos Ruiz, SHOA Second Vice-President

BEFORE: HOWARD C. EDELMAN, ESQ., ARBITRATOR

303-10

BACKGROUND

This grievance involves the appointment of a medical consulting entity to provide MEDSCOPE - Section 207-C services for the County and members of the Sheriff's Department. The Union contends that Rehabilitation for Medicine Services ("RMS") should be selected to provide the services; the County maintains that Dr. Bruce P. Meinhard, affiliated with Nassau University Medical Center ("NUMC"), should be selected.

The parties are signatories to a Collective Bargaining Agreement which requires that a medical facility be utilized to administer MEDSCOPE - 207-C procedures. It further provides that if they cannot agree upon a facility, an arbitrator shall be appointed to determine one.

Pursuant to this provision, I was selected to decide whether the County's choice, NUMC, or the Union's choice, RMS, should be selected. A hearing on this issue was held before me on October 15, 2002. At its conclusion, I closed the record. This Opinion and Award follows.

THE ISSUE

The issue to be decided is:

Shall Rehabilitation Medicine Services ("RMS") or Dr. Bruce Meinhard, affiliated with Nassau University Medical Center ("NUMC") be selected as the medical facility to provide MEDSCORP services to the County and employees represented by the Sheriff's Officers Association?

RELEVANT AGREEMENT LANGUAGE

MEMORANDUM OF AGREEMENT

Paragraph 8 The use of a medical consulting service shall be established by separate letter agreement, the terms of which shall coincide with the time periods of collective bargaining agreement. The medical facilities being utilized to carry out the intent of this Agreement may be changed at any time with the consent of both parties signatory to this Agreement. If the parties are unable to agree on the selection of a medical facility, then the parties shall select an arbitrator pursuant to Section 23-1.4 of this Agreement. At the arbitration of the issue, both parties shall submit the names and qualifications of those medical facilities located in Nassau or Suffolk Counties. The arbitrator shall conduct a hearing and make a determination regarding the selection of the facility to be utilized during the existing term of the collective bargaining agreement.

POSITIONS OF THE PARTIES

The Union contends that RMS should be selected as the provider of MEDSCOPE - 207-C services. It points out that RMS has provided identical services for the Departments of Correction in the Counties of Westchester and Suffolk. Hence, it urges, RMS has the necessary experience while Dr. Meinhard does not.

The Union acknowledges that the principal of NUMC, Dr. Bruce Meinhard, is an experienced orthopaedist. However, it submits, the principal of RMS, Dr. Craig Rosenberg, is Board Certified in Rehabilitative Medicine. Thus, while both are qualified, the relevant experience of Dr. Rosenberg in performing similar functions elsewhere justifies his selection, in the Union's view.

The County maintains that Dr. Bruce Meinhard should be selected. It points out that unlike Dr. Rosenberg, his offices are in Nassau County, near the County Jail. Therefore, it argues, the transportation of injured Correction Officers will be made easier if Dr. Meinhard is selected over Dr. Rosenberg.

Also, it alleges, Dr. Meinhard has, at his disposal, the entire medical staff of NUMC. As such, it urges, a

more complete range of medical services are available than are available with Dr. Rosenberg.

Given the factors of location and available specialties, the County maintains that the NUMC and Dr. Mainhard can provide better MEDSCOPE - 207-C procedures than the Union's choice. Accordingly, it asks that I select its designated facility.

DISCUSSION AND FINDINGS

There is no doubt that location and available specialties are relevant factors in selecting an administrator for MEDSCOPE - 207-C procedures. However, there is also no doubt that RMS has had substantial experience in providing these services in the past. It currently provides them in the County of Westchester and it has provided them in the County of Suffolk.

This experience is significant. It cannot be matched by NUMC, insofar as this record reveals. It tips the balance in favor of RMS, I am convinced.

The relevant testimony supports this conclusion. RMS Administrator Michael Stern testified as to the services his company provides. He noted that it acts as

a neutral buffer between the Union and the Employer on one hand, and the physician arbitrator on the other. This procedure, I am convinced, ensures a neutral procedure free from undue influence by any party. No comparable procedure exists with the proposed services of NUMC, insofar as this record reveals.

Also, Stern indicated, the entire MEDSCOPE - 207-C procedure takes no more than eighteen days. This represents a significant time reduction in 207-C administration and reflects well upon the services RMS provides, I find.

It is true that RMS's services may be more limited than those available from NUMC. However, it is equally true that the great majority of MEDSCOPE - 207-C procedures are within the expertise of Dr. Rosenberg and his staff. Thus, this factor does not warrant selection of NUMC.

Finally, I agree that a facility close to the Jail is preferable to sites further away, even though Correction Officers may live in Suffolk County and Queens, as well as Nassau County. However, standing

RMS currently has facilities in these areas.

alone, this factor is not sufficient to outweigh the experience of RMS and its procedures currently in place which ensure efficient, neutral determinations. Thus, and for the foregoing reasons, I select RMS as the administrator of MEDSCOPE - 207-C procedures between the County and bargaining unit members represented by the Sheriff's Officers Association. It is so ordered.

AWARD

Rehabilitation Medical Services shall be selected as the MEDSCOPE - 207-C administrator for the County and bargaining unit members represented by the Sheriff's Officers Association.

DATED March 14, 2002 Howard C. Edelman
HOWARD C. EDELMAN, ESQ., ARBITRATOR

STATE OF NEW YORK)
COUNTY OF NASSAU) s.1

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: March 14, 2002 Howard C. Edelman
HOWARD C. EDELMAN, ESQ., ARBITRATOR

Annex B

REHABILITATION MEDICINE ASSOCIATES

P.O. Box 230

Islip, New York 11751-0230

Telephone: (631) 968-3100

Fax: (631) 968-3319

NASSAU COUNTY
RATE SHEET 2016

| | |
|---|-------------------|
| Medical (Medscope) Examination (Initial & Follow-Up)/ Review of Records and reports: | \$600.00 Per Hour |
| Functional Capacity Exams: Two Hour Assessment | \$425.00 |
| Electromyogram and Nerve Conduction Studies (All Inclusive Comprehensive Service): | \$595.00 |
| Other Specialist Examinations Per Hour | \$410.00 |
| CDP- Balance Test | \$570.00 |

Medical examinations will be charged and paid at the full rate if cancelled less than 72 business hours prior to scheduled examinations, excluding weekends and holidays.

Annex C

**SAMPLE COVER LETTER
MEDICAL DOCUMENTATION FOR EXAMINATION**

Date:

Dr. Craig H. Rosenberg
C/O Rehabilitation Medicine Services
11 Oval Drive -- Suite 173
Islandia, New York 11749

RE: Medical Evaluation of Officer *****

OBJECTIVE: Is Officer ***** unable to work, or capable of working in a limited duty capacity?

Dear Dr. Rosenberg:

Enclosed please find copies of medical documentation submitted jointly by the Nassau County Sheriff's Department and the County of Nassau with respect to Officer *****.

Paragraph 1: {This paragraph should specify the Officer's injury, the relevant history of the injury and how the injury happened with as much detail as possible. This paragraph should be very specific as to how the injury happened, events specifically relating to the injury and what injuries, medical conditions and medications are to be or not to be considered.}

Paragraph 2: {This paragraph should note the opinion of the County's consulting physician.}

Paragraph 3: {This paragraph should note the opinion of the Officer's treating physician.}

Sincerely,

Designee



Annex D

Specialists in
Physical Medicine & Rehabilitation
Electrodiagnostic Services
Focus on Function

NASSAU COUNTY MEDICAL ARBITRATION SERVICES (MEDSCOPE)

| |
|---|
| Medical (Medscope) Examination (Initial & Follow-Up) / Review of Records and Reports: |
| Functional Capacity Exam: |
| Screening |
| Two Hour Assessment |
| Four Hour Assessment |
| Related Diagnostic Services: |
| Prevailing Hospital Charge or such other rates as may be negotiated, with the exception of the following tests, which shall be paid at the following rates: |
| Radiographic Myelogram (Including Radiologists Interpretation): |
| Cervical |
| Lumbar |
| Complete |
| Electromyogram and Nerve Conduction Studies (All inclusive comprehensive service): |
| Stress Testing (Including Cardiologist's Interpretation): |
| Electrocardiogram (Including Cardiologist's Interpretation): |
| CT Scan |
| Discogram |
| MRI |
| Laboratory Cardiac Profile Testing: |
| Laboratory Liver Function Testing: |
| Electroencephalogram: |
| Echocardiogram (Including Cardiologist's Interpretation): |
| Other Specialist Examinations: |

Medical Examinations will be charged and paid at the full rate if cancelled less than 72 business hours prior to scheduled examination, excluding weekends and holidays. If "block" Medical Examination periods are scheduled and not cancelled within 6 business days prior to the scheduled examinations date, they will be charged and paid at the full rate.

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

01/25/2017
3:16 PM

DOCUMENT : CQCC17000010 - 02 INPUT PER: 01 2017 AMOUNT :

49,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : *MEDICAL SERVICES UNIT 1/1/2017-12/31/2017*
TRANS AMOUNT :
INDEX : CCGEN1320 MEDICAL SERVICES UNIT
SUBJECT : DE524 MEDICAL/PSYCHIATRIC SERVICES
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

| | | | | |
|---------------------|-----------|-----------|----------|---------|
| F1-HELP | F2-SELECT | F3-DELETE | F4-PRIOR | F5-NEXT |
| F7-VIEW DOC | | F9-LINK | F10-SAVE | |
| G001 - RECORD SAVED | | | | |

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

01/25/2017
3:16 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : LOVE, MARIA (2-3810)
DOCUMENT NUMBER : CQCC17000010 INITIATING DEPT : CC
INPUT PERIOD (MM YYYY) : 01 2017 JANUARY
VENDOR NUMBER / SUFFIX : 113063128 01 APPROVAL TYPE : 01
VENDOR NAME : REHABILITATION MEDICINE ASSOCIATES
VENDOR ADDRESS : P.O. BOX 230

COUNTRY : ISLIP NY 117510230
ALPHA VENDOR : USA
BANK NUMBER : REHABILITATION MEDICINE
DUE DATE : TREAS NO :
DOCUMENT AMOUNT : 49,000.00 SINGLE CHECK :
NUMBER OF LINES : 1 CURRENCY CODE :
TRANSACTION CODE HASH : RESPONSIBLE UNIT :
TERMS : NOTEPAD (Y OR N) : Y
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
GO14 - RECORD FOUND