



Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CQSS17000020

NIFS Entry Date: 02/27/17 Term: from 01/01/17 to 12/31/17

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

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Laboratory Corporation of America Holdings	Vendor ID# 133757370-04
Address 1440 York Court Extension Burlington, NC 27215	Contact Person Angie Miller Email millera@labcorp.com Phone 800-742-3944 X 67335 Fax 336-538-6572

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	2/28/17	<i>[Signature]</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	3/1/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/29/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/29/17	<i>[Signature]</i>	
3/29/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/30/17	<i>[Signature]</i>	
4/14/17	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/14/17	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/22/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/22/17	<i>[Signature]</i>	

Contract Summary

PR5254 (8/04)

2017 JUN 22 P 12:23
CLERK OF THE COUNTY CLERK
NASSAU COUNTY



Description Genetic Parentage Testing Services
Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. <i>(New Contract)</i> .
Method of Procurement: RFP # SS-0817-1628. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.
Procurement History: We have been using this vendor since 2005
Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.
Impact on Funding / Price Analysis: Federal 66% State 17% County 17%
2016 contract \$24,000.00 (2016 actually spent \$11,232.00)
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 4,080.00
Federal	\$ 15,840.00
State	\$ 4,080.00
Capital	\$
Other	\$
TOTAL	\$ 24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN2800/DE500	\$ 24,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$24,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

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

132263



Nassau County Interim Finance Authority

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

1. Vendor: Laboratory Corporation of America Holdings

2. Dollar amount requiring NIFA approval: \$ 24,000.00

Amount to be encumbered: \$ 24,000.00

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: 01/01/17 to 12/31/17

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

If yes, please explain: Ongoing mandated services.

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)	Federal % <u>66</u>
<input type="checkbox"/> Capital Improvement Fund (CAP)		State % <u>17</u>
<input type="checkbox"/> Other		County % <u>17</u>

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 vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes.

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

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

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

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

CLSS16000010 \$24,000.00

AUTHORIZATION

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

Roseann Balla
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

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 NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES AND THE LABORATORY
CORPORATION OF AMERICA HOLDINGS

WHEREAS, the County has negotiated a personal services agreement with
the Laboratory Corporation of America Holdings for specimen collection at the
Nassau County Family Court, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with the Laboratory
Corporation of America Holdings.

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: Laboratory Corporation of America Holdings

CONTRACTOR ADDRESS: 1440 York Ext., Burlington, NC 27215

FEDERAL TAX ID #: 133757370-04

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

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

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

The Contract was entered into after a written request for proposals was issued on AUGUST 17, 2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in NEWSDAY (RFP # 0817-1628) [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on SEPTEMBER 12, 2016 [date]. ONE (1) [state #] proposals were received and evaluated. The evaluation committee consisted of: RHONDA ULLRICH, DIRECTOR, CHILD SUPPORT ENFORCEMENT
MARISA MOTSAY, ASSISTANT DIRECTOR, CHILD SUPPORT ENFORCEMENT AND
ELLE ABERBOLD, ESQ., ATTORNEY SCU. (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

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

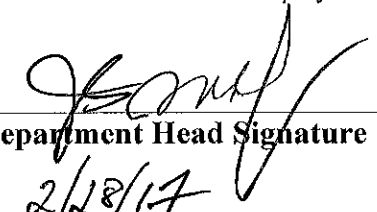
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature

2/28/17

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

Inter-Departmental Memo

To: Eric Naughton, Deputy County Executive for Finance
Rob Walker, Chief Deputy County Executive

From: John E. Imhof, Ph.D., Commissioner
Social Services

Date: October 11, 2016

Subject: Evaluation Report: RFP for Genetic Parentage Services, RFP# SS0817-1628,
August 2016

Ref: Nassau County Procurement Policy/Procedure Countywide Policy # CE-01

Policy # CE-01 requires that, after a vendor has been selected by the RFP Evaluation Committee, the soliciting department must submit to DCE-OPS Part II of the "Request to Initiate" form for review and approval. Accordingly, attached are the results of the RFP process for subject RFP. RFP# SS0817-1628 was released on August 17th with a proposal submission date of September 12th.

Background: *Genetic parentage testing services* are a mandated component of Nassau County's Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes and direct states to identify and utilize, through competitive procurement, laboratories, which perform legally, and medically acceptable genetic tests. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. There are 28 facilities certified by DOH to provide services. Approximately 600 tests are required on an annual basis.

DSS currently contract with Laboratory Corporation of America (LabCorp) for the provision of genetic parentage testing services.

Evaluation Process: A committee-based evaluation process was utilized. Committee members included:

- Ellen Abberbock, Attorney, SCU
- Marisa Motsay, Assistant Director, OCSE
- Rhonda Ullrich, Director, OCSE

Provider Outreach: RFP was posted on the County's eProcurement site. DSS reached out directly to LabCorp (current provider), DNA Diagnostics Center (Fairfield, Ohio) and Clarife Testing Corporation (New York, NY).



Proposals Received: One proposal was received:

Contractor Name	NYSDOH Approved?	Cost Proposal (single all inclusive fee for testing per person)	Best & Final Offer (BAFO)	Rating (scale 1 to 5, lowest to highest)
Laboratory Corporation of America (LabCorp)* Burlington, NC www.labcorp.com	Yes	\$31.00	\$30.00	5.00

*Current provider

Award Recommendation: *It is recommended that Nassau County contract with Laboratory Corporation of America Holdings, the current vendor.* This recommendation is a business decision that reflects an integrated assessment of the relative merits of the proposals using the factors and their relative weights disclosed in the RFP, as well as program and fiscal considerations.

The following discriminating factors lead to the final award recommendation:

- LabCorp has historically provided quality service to DSS
- LabCorp's proposed fee is 6.25% less than their 2016 fee
- LabCorp is certified by NYSDOH to provide RFP services
- LabCorp's proposal was ranked highest; only one proposal was received
- LabCorp has the capacity and experience to successfully provide RFP services

Feel free to contact Thomas Brooks, DSS Planning and Research / Quality Management, with questions at 227-7460 or Thomas.Brooks@hhsnassaucountyny.us

Approve and sign Part II of the "Request to Initiate" form attached.

JEI/tab
Doc id #130204



**Nassau County Department of Social Services
Contract Data Sheet**

Contract: Laboratory Corporation of America (LabCorp) (Burlington, NC, www.labcorp.com, CQSS12000056)

Service: Genetic Parentage Testing Services

Services Provided: Genetic parentage testing services are a mandated component of Nassau County's Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes and direct states to identify and utilize, through competitive procurement, laboratories, which perform legally, and medically acceptable genetic tests. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. Approximately 600 tests are required on an annual basis.

Services include specimen collection via buccal swab or venipuncture (in-county, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).

Procurement History: DSS has been contracting for this service for at least twelve years. NYSDOH mandates that counties purchase services only from laboratories approved by DOH. There are currently 28 facilities certified by DOH to provide services (Genetic Testing – Biochemistry, www.wadsworth.org/regulatory/clep/approved-labs).

Funding: Federal 66%, NYS 17%, Nassau County 17%

Budget History:

Timeframe	Testing Fee	Annual Budget
2012-2016	\$32.00	\$24,000
2009-2011	\$35.00	\$24,000
2006-2007	\$38.00	\$24,000
2004-2005	\$42.00	\$24,000

Procurement History:

Timeframe	Procurement Strategy	Comments
2012-2016	LabCorp CQSS12000056	1/1/12-12/31/12, +4, 1yr. Contract expires 12/31/16. RFP to be issued to competitively procure 2017 contract. Current vendor: LabCorp
2011	RFP# SS0720-1123	Annual contract with four additional annual renewals (LabCorp)
2011	Noncompetitive renewal	
2009-2010	Noncompetitive renewal	
2008	RFP # SS0805-0840	Annual contract with two additional annual renewals (LabCorp)

Doc id # 129015
July 2016



Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No campaign contributions have been provided to campaign committees of any Nassau County elected officials or to campaign committees of any candidates for any of the above listed Nassau County elected offices.

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: Laboratory Corporation of America Holdings

Dated: 17 FEB 2017

Signed: 

Print Name: George C. Maha

Title: Associate Vice President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

no lobbyist utilized

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

no lobbyist utilized

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

no lobbyist utilized

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.**

no lobbyist utilized

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

no lobbyist utilized

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?

no lobbyist utilized

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: 17 FEB 2017

Signed:



Print Name:

George C. Maha

Title:

Associate Vice President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name George C. Maha, JD, PhD, MT(ASCP), D(ABMG)

Date of birth August 13, 1954

Home address 119 Butternut Drive

City/state/zip Chapel Hill, North Carolina 27514

Business Address 1440 York Court

City/state/zip Burlington, North Carolina 27215

Telephone 336-436-7307

Other present address(es) None

City/state/zip N/A

Telephone N/A

List of other addresses and telephone numbers attached

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

President / / Treasurer / /

Chairman of Board / / Shareholder ! !

Chief Exec. Officer / / Secretary / /

Chief Financial Officer / / Partner / /

Vice President / / / /

(Other) Associate Vice President / May 07, 2008

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

YES NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X 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 X, 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 X 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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X If Yes, provide details for each such conviction.

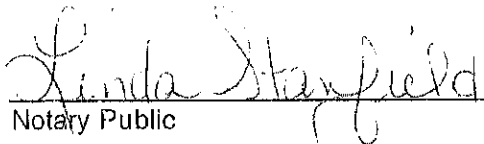
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each 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 X 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 X 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 X 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 X 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, George C. Maha, 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 16th day of March 2017


Notary Public

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 09, 2021

Laboratory Corporation of America Holdings
Name of submitting business

George C. Maha
Print Name


Signature

Associate Vice President / Laboratory Director / DNA Identification Testing Division
Title

March 16, 2017
Date



Principal Questionnaire Form

The Principal Questionnaire is not applicable to LabCorp as none of its officers nor any individual, holds ten (10) percent or greater ownership interest in the Corporation. LabCorp's annual report is included.

Authorized Signer: 
George C. Maha, Associate Vice President

Date: 12 FEB 2017

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: December 27, 2016

1) Proposer's Legal Name: Laboratory Corporation of America Holdings

2) Address of Place of Business: 1440 York Court, Burlington, NC 27215

List all other business addresses used within last five years:
not-applicable

3) Mailing Address (if different): same as above

Phone : (800) 742-3944

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 86-1422434

5) Federal I.D. Number: 13-3757370

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

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

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

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: Laboratory Corporation of America Holdings is a holding corporation

- 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. _____
See Attached
-
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. *To the best of our knowledge, no. We perform a criminal background check prior to employment
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. *To the best of our knowledge, no. We perform a criminal background check prior to employment
- 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 *To the best of our knowledge, no.
We perform a criminal background check prior to employment.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No *X If Yes, provide details for each such conviction. *To the best of
our knowledge, no. We perform a criminal background check prior to employment.

e) In the past 5 years, been found in violation of any administrative, statutory, or
regulatory provisions? Yes ___ No *X If Yes, provide details for each such
occurrence. *To the best of our knowledge, no. We perform a criminal
background check prior to employment

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 X; 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 X 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.
Laboratory Corporation of America Holdings has a code of conduct for our
entire organization. Should a conflict of interest arise we would contact the County.

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

See LabCorp's detailed description attached

- B. Indicate number of years in business.

See LabCorp's detailed description attached

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

See LabCorp's detailed description attached

- 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 Ulster County

Contact Person Maria Finger

Address 1061 Development Court

City/State Kingston, NY

Telephone (845) 334-5012

Fax # (845) 334-5353

E-Mail Address Maria.Finger@dfa.state.ny.us

Company Tompkins County
Contact Person Darlene Robinson
Address 320 West Martin Luther King Jr
City/State Ithaca, NY
Telephone (607) 274-5216
Fax # (607) 274-5671
E-Mail Address darlene.robison@dfa.state.ny.us

Company Schuyler County
Contact Person JoAnne Fratarcangelo
Address 323 Owego Street- Unit 3
City/State Montour Falls, NY 14865
Telephone (607) 535-8303
Fax # (607) 535-8377
E-Mail Address jfratarcangelo@co.schuyler.ny.us



**Business History Form
Response to Question #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 any 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.

Answer: Yes

Response:

Laboratory Corporation of America Holdings (the "Company") is involved from time to time in various claims and legal actions, including arbitrations, class actions, and other litigation arising in the ordinary course of business. These matters include, but are not limited to, subpoenas and other civil investigative demands, from governmental agencies, Medicare or Medicaid payers and managed care payers reviewing billing practices. The Company works cooperatively to respond to appropriate requests for information.

The Company believes that it is in compliance in all material respects with all statutes, regulations and other requirements applicable to its clinical laboratory operations. The clinical laboratory testing industry is, however, subject to extensive regulation, and the courts have not interpreted many of the applicable statutes and regulations. Accordingly, government investigations regarding the Company's clinical operations are an inevitable part of doing business in the health care field today.

Below is a summary of government investigations for civil violations within the past five (5) years; there have been no criminal investigations:

The Company was a defendant (along with other major laboratories operating in the State of California) in a lawsuit, *California ex rel. Hunter Laboratories, LLC et al. v. Quest Diagnostics Incorporated, et al.* ("Hunter Labs Settlement Agreement"), which was settled in 2012 to avoid the uncertainty and costs associated with prolonged litigation. The complaint, originally filed by a competitor laboratory, alleged that various laboratories, including the Company, overcharged California's Medicaid program. In this case, the State of California intervened as a party. The matter is closed.

The Company is currently a defendant, along with Quest Diagnostics, in a lawsuit, *State of Florida ex rel. Hunter Laboratories, LLC and Chris Riedel v. Quest Diagnostic Incorporated, et al*, in the Circuit Court for the Second Judicial Circuit for Leon County. The complaint, originally filed by a competitor laboratory, alleged that Quest Diagnostics and the Company have overcharged Florida's Medicaid program. In this case, the State of Florida has intervened as a party. The Company disputes the allegations and is vigorously defending the lawsuit.

In October 2013, the Company received a civil investigative demand from the State of Texas Office of the Attorney General requesting documents related to its billing to Texas Medicaid. The Company is cooperating with the request.

In December 2014, the Company received a Civil Investigative Demand issued pursuant to the federal False Claims Act from the U.S. Attorney's Office for South Carolina, which requested information regarding remuneration and services provided by the Company to the physicians who also received draw and processing/handling fees from competitor laboratories Health Diagnostic Laboratory, Inc. and Singulex, Inc. The Company is cooperating with the request.



Business History Form

Response to: A. i, ii, iii, iv, v, vi, vii, viii;

B. Indicate number of years in business, and 

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

LabCorp's Detailed Description

LabCorp's DNA Identification Testing Division celebrates ***thirty-five (35) years*** of servicing child support agencies as the longest, continuously AABB accredited paternity testing laboratory currently in business. Since 1981, LabCorp has demonstrated its leadership, knowledge and expertise in the field of paternity testing. LabCorp has extensive experience in providing the level of DNA testing services to support this contract.

The DNA Identification Testing Division has conducted paternity testing services continuously for over thirty-five (35) years (since 1981) under the following company structures:

- Biomedical Reference Laboratory – founded March 5, 1969
- Roche Biomedical Laboratories – formed from Biomedical Reference Laboratory in 1983
- Laboratory Corporation of America Holdings – formed in 1995 from the merger of Roche Biomedical Laboratories and National Health Laboratory, Inc. and has operated under this structure for more than nineteen (19) years

Many of the original employees from 1981 continue to work in the Division and maintain strong working relationships with child support agencies to this day – which contribute to the strength of our ongoing experience in partnering with the DSS.

Laboratory Corporation of America Holdings is listed on the New York Stock Exchange (NYSE) under ticker symbol LH. LabCorp is a publicly held corporation established under the laws of the State of Delaware.

LabCorp is pleased to provide attached, its 2015 Annual Reports, prepared by one of the largest independent accounting firms (PricewaterhouseCoopers), which identifies the required information in sections ii and iii.

LabCorp, an S&P 500 company, is the world's leading healthcare diagnostics company, providing comprehensive clinical laboratory services through LabCorp Diagnostics, and end-to-end drug development support through Covance Drug Development. LabCorp is a pioneer in commercializing new diagnostic technologies and is improving people's health by delivering a combination of world-class diagnostics, drug development and knowledge services. With combined revenue pro forma for the acquisition of Covance in excess of \$8.5

billion in 2015 and more than 50,000 employees in over 60 countries, LabCorp offers innovative solutions to healthcare stakeholders.

LabCorp provides leading-edge medical laboratory tests and services through national network of primary clinical laboratories and specialty testing laboratories. As one of LabCorp's specialty testing groups, the DNA Identification Testing Division remains a trusted leader in providing genetic paternity testing services, to Title IV-D programs nationwide.

LabCorp has performed over six (6) million genetic tests and evaluated over 2.5 million relationship cases for clients throughout the world including all fifty (50) US states and territories and over 100 countries.

LabCorp is accredited for parentage testing by the AABB and adheres to its most current *Standards for Relationship Testing Laboratories*. LabCorp has been inspected and accredited by the AABB continuously since 1987. LabCorp performs DNA testing using only validated techniques and procedures that are commonly accepted within the scientific and legal communities. In addition, LabCorp holds all applicable licenses and certifications required to perform parentage testing throughout the United States.

LabCorp's list of accreditations follows:

- State of New York Department of Public Health licensure
- AABB Accreditation for Parentage Testing
- American Society for Histocompatibility and Immunogenetics (ASHI)
- Interstate Laboratory License (CLIA)
- College of American Pathologists (CAP)
- ISO/IEC 17025 by ANSI-ASQ National Accreditation Board/FQS

A copy of LabCorp's accreditation certificates/license are attached.

New York State Department of Health

PH: 8399

Clinical Laboratory Permit

CLIA: 34D0954580

Laboratory Corporation of America

1240 York Court

Burlington NC 27215-3361

Owner:

Director:
George C. Maha, Ph.D.

Laboratory Corp of America Holdings Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Histocompatibility

General

Parentage/Identity Testing

Transplant Monitoring

Renewal

Effective Date: July 1, 2016

Expiration Date: June 30, 2017

Subject to Revocation

Permit Not Transferable

POST CONSPICUOUSLY

Serial LAP 91293

Accreditation

Laboratory Corporation of America Holdings

having been assessed by AABB, has been found to meet the requirements of applicable Standards of this organization and therefore is granted this

CERTIFICATE OF ACCREDITATION

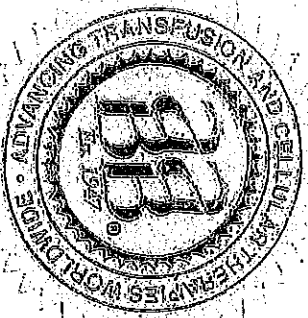
for the following activities:

Relationship Testing Activities

In Witness whereof the undersigned, being duly authorized, have caused this Certificate to be issued and the AABB Corporate Seal to be affixed.

Effective Dates

July 01, 2015 - June 30, 2017



Joyana Vint, MD

President, AABB

John S. Dunleavy

Chair, Accreditation Program Committee



THE AMERICAN SOCIETY FOR HISTOCOMPATIBILITY AND IMMUNOGENETICS

CERTIFIES THAT

Laboratory Corporation of America Holdings
Paternity-Bone Marrow

ASHI # 07-3-NC-10-1

CLIA # 34D0954530

UNDER THE DIRECTION OF

George Maha, PhD

HAVING MET ALL APPLICABLE STANDARDS
AND THE REQUIREMENTS OF THE SOCIETY,
IS GRANTED ACCREDITATION

From: 5/1/2016

To: 4/30/2018

Assuming all interim requirements are met,
In the following areas:

Histocompatibility Testing For Other Clinical Purposes
HSC/BM Transplantation: Related Donor
HSC/BM Transplantation: Unrelated Donor

PRESIDENT

ACCREDITATION PROGRAM DIRECTOR

Accreditation does not automatically transfer when a change in ownership, director or location has occurred.



Accreditation Office
1716 Field Avenue
St. Paul, MN 55116
651/ 202-3637
FAX 651/ 305-3838

May 4, 2016

George Maha, PhD
Paternity-Bone Marrow
Laboratory Corporation of America Holdings
1440 York Court Extension

Burlington NC 27215

RE: ASHI Accreditation No. 07-3-NC-10-1
CLIA No. 34D0954530
UNOS No.

Dear Dr. Maha:

I have received and reviewed all of the validation materials sent to me by K. Nicole Court, CHS, your ASHI Commissioner, in regards to the addition of NGS Testing. I am in concurrence with the recommendations of your Commissioner that your laboratory has successfully demonstrated compliance with all mandatory ASHI Standards.

On the basis of the recommendations from your Commissioner, the Paternity-Bone Marrow of the Laboratory Corporation of America Holdings, 07-3-NC-10-1, under the direction of George Maha, PhD is granted accreditation for the following:

Areas of Accreditation:

HSC/BM Transplantation: Related Donor
HSC/BM Transplantation: Unrelated Donor
Histocompatibility Testing For Other Clinical Purposes

Categories & Systems:

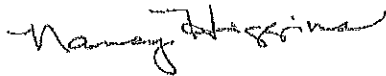
HLA Typing Class I: Low Resolution	HLA Antibody Detection
HLA Typing Class I: High Resolution	HLA Antibody Identification
HLA Typing Class II: Low Resolution	Other Testing: Chimerism
HLA Typing Class II: High Resolution	KIR Typing
Next Generation Sequencing	

Accreditation for the above areas of accreditation, categories, and systems will be valid until 4/30/2018, pending successful completion of an interim, self-inspection cycle next year. Your laboratory is accredited by ASHI for the following CMS subspecialties: Histocompatibility Testing.

You and your laboratory staff are to be commended for maintaining ASHI's high standards for laboratory performance and patient service.

Should you have any questions about the inspection or accreditation process, please contact the appropriate commissioner or the ASHI Accreditation Office at (651) 202-3637.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nancy Higgins".

Nancy Higgins, BS, CHS
Co-Chair, ASHI Accreditation Review Board

cc: K. Nicole Court, CHS, Commissioner
Myra Coppage, PhD, HCLD, Program Director
Zahra Mehdizadeh Kashi, PhD, HCLD, Co-Chair
Dean Sylvaria, BS, CHS, Co-Chair
Melissa Weeks, Accreditation Manager

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS**

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

LABORATORY CORPORATION OF AMERICA HOLD
1440 YORK COURT
BURLINGTON, NC 27215

CLIA ID NUMBER

34D0954530

EFFECTIVE DATE

04/28/2015

EXPIRATION DATE

04/27/2017

LABORATORY DIRECTOR

GEORGE C MAHA PHD, JD, MT (A)

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

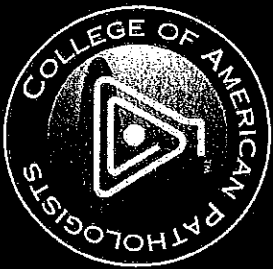
65 Certs2_033115

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
HISTOCOMPATIBILITY (010)	01/09/2003

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
---------------------------------	-----------------------

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



Advancing Excellence

Accredited Laboratory



The College of American Pathologists

certifies that the laboratory named below

**Laboratory Corporation of America
DNA Identity Testing Division
Burlington, North Carolina
George C. Maha, PhD, JD**

CAP Number: 1396905

AU-ID: 1365207

CLIA Number: 34D0954530

*has met all applicable standards for accreditation and
is hereby accredited by the College of American Pathologists'
Laboratory Accreditation Program. Reinspection should occur prior
to February 14, 2017 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

A handwritten signature in cursive script.

Chair, Commission on Laboratory Accreditation

A handwritten signature in cursive script.

President, College of American Pathologists



COLLEGE of AMERICAN PATHOLOGISTS

CAP #: 1396905
AU ID: 1365207
February 14, 2017

George C. Maha, PhD,JD
Laboratory Corporation of America
DNA Identity Testing Division
1440 York Ct
Burlington, NC 27215-3361

Dear Dr. Maha:

Laboratory Corporation of America DNA Identity Testing Division, in Burlington, North Carolina under the direction of George C. Maha, PhD,JD is accredited by the College of American Pathologists' CAP Accreditation Program.

Accreditation is a continual process. A laboratory remains accredited until otherwise notified. Accreditation does not necessarily terminate on the expiration date of the Accreditation certificate.

If you have any questions regarding this matter, please call 800-323-4040.

Sincerely,

CAP Accreditation Programs
College of American Pathologists



CERTIFICATE OF ACCREDITATION

ANSI-ASQ National Accreditation Board

5300 W. Cypress Street, Suite 180, Tampa, FL 33607, 813-443-0517

This is to certify that

Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215

has been assessed by ANAB
and meets the requirements of international standard

ISO/IEC 17025:2005

while demonstrating technical competence in the field(s) of

BIOLOGY

Refer to the accompanying Scope(s) of Accreditation for information regarding the types of tests to which this accreditation applies.

AT-1688

Certificate Number

ANAB Approval

Certificate Valid to: 09/24/2017

Version No. 002 Issued: 08/26/2015



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint ISO-ILAC-LAF Communiqué dated January 2009*).

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Laboratory Corporation of America Holdings

Address: 1440 York Court

City, State and Zip Code: Burlington, NC 27215

2. Entity's Vendor Identification Number: 13-3757370

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

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

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

See attached 2015 Annual Report

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.

See attached 2015 Annual Report

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.

Laboratory Corporation of America Holdings is a holding company, please refer to the attached 2015
Annual Report.

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

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

None

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

no lobbyist utilized

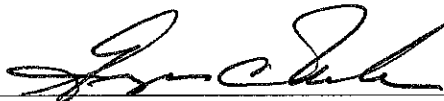
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

no lobbyist utilized

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: 17 FEB 2017

Signed: 

Print Name: George C. Maha

Title: Associate Vice President

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, George C. Maha, 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 17 day of Feb

2017



Notary Public

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2021

Name of submitting business: Laboratory Corporation of America Holdings

By: George C. Maha

Print name



Signature

Associate Vice President

Title

17 / FEB / 2017
Date

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 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

W I T N E S S E T H:

WHEREAS, Social Services Law Section 111-c and 111-g require the County Department of Social Services to make services relating to the establishment of paternity available to TANF and non-TANF clients; and

WHEREAS, the County is desirous in contracting the Contractor to provide comprehensive genetic parentage testing services to the Department as more particularly set forth below; and

WHEREAS, the Contractor is desirous in wanting to provide the above-described services to the County; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term

The term of this Agreement shall be from January 1, 2017 through December 31, 2017, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

2. Services

The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting for and on behalf of the Department hereby hires and retains the Contractor for the provision of genetic parentage testing services.

(b) The Contractor shall provide qualified personnel for specimen collection (buccal swab or venipuncture, as appropriate) at the Nassau County Family Court building located at 1200 Old Country Road, Westbury, New York, 11590, at the days and times required by the Family Court.

(i) Upon request of the County, the Contractor shall provide the record of attendance of parties scheduled for laboratory testing as follows: (A) at the end of a scheduled collection day, the specimen collector shall provide to the Department the schedule of the parties required to appear with an indication of

“show” or “no show” for each individual scheduled; or (B) the Contractor shall maintain a web based record of testing schedules with an indication of whether the party appeared or failed to appear; the Department shall have access to the website at all times; or (C) the Contractor shall provide to the Department written notice, via facsimile, within seven (7) days of the scheduled appointment of non-attendance for individuals scheduled for specimen collection.

(ii) In the event an individual fails to appear or cannot keep a scheduled appointment, the Contractor shall facilitate specimen collection services at one of its company-operated Patient Service Centers.

(c) The Contractor shall provide all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the Contractor’s clinical laboratory for testing. All supplies and transportation of specimens shall be provided at no additional charge.

(d) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(e) The Contractor shall maintain quality control, training review and on-site supervision during the contract term. The Contractor expressly represents and guarantees as follows:

- (i) Contractor has developed and implemented a quality control program which meets the requirements set by the federal governmental and other licensing agencies.
- (ii) Contractor participates in proficiency testing programs to assure that it can reproduce correct testing results.
- (iii) Contractor has developed and implemented a training and orientation program, including but not limited to safety and confidentiality issues.

(f) The specimen collector shall be responsible for verifying the identification of all individuals submitting a specimen. The Contractor shall use instant photographs, fingerprints, and two forms of positive identification (i.e., driver’s license, and social security card) to verify the identity of the individual tested. The Contractor shall then draw specimens, package the specimens and transport the specimens in sealed containers to its clinical laboratory in accordance with standard protocol. The Contractor shall verify these procedures through the use of a client authorization form.

(g) The Contractor shall be responsible for transporting specimens from the drawing location to the Contractor’s clinical laboratory within 24-48 hours of drawing such specimens.

(h) The Contractor shall perform all genetic parentage testing at its clinical laboratory, which shall be duly licensed under applicable federal, New York State and local laws for the duration of the contract period. The Contractor shall provide current accreditations and licenses upon execution of this Agreement and thereafter, upon request of the County.

(i) The Contractor shall perform all testing using only validated techniques and procedures which are commonly accepted within the scientific and legal communities and are accepted by governing agencies accrediting Contractor’s operations.

(j) The Contractor's clinical laboratory shall provide an array of genetic marker tests from which to construct test batteries. The test battery shall consist of multiple independent DNA genetic systems. Ph.D. level staff shall evaluate test results. The test battery shall provide at least:

- (i) The power to exclude more than 99.9% of randomly selected males; or
- (ii) The probability of paternity greater than 99.5% in all cases where the alleged father is not excluded from paternity.

The Contractor shall perform additional testing as appropriate until one of the above-stated conditions is met.

(k) The Contractor shall issue laboratory reports within five (5) to ten (10) days of receipt of a viable sample at the laboratory's facility. Laboratory reports, which require extended testing, shall be issued within thirty (30) business days of receipt of a viable sample at the laboratory's reference facility. When appropriate, the Contractor's clinical laboratory shall provide for redraws/retests of any specimen at no additional charge. Upon completion of testing, the Contractor shall mail a notarized report with test results along with the original client authorization form to the Nassau County Family Court, 1200 Old Country Road, Westbury, NY 11590, Attention: Ms. Janice Wong, Support Dept., Room 308. Such mailings shall be performed using the level of care required when transmitting confidential information.

(l) The Contractor's clinical laboratory shall have the ability to electronically transfer test results.

(m) The Contractor's clinical laboratory shall have the ability to and shall coordinate testing services in intra-state and interstate cases to include:

- (i) Scheduling laboratory testing of absent parties.
- (ii) Forwarding of "kit" to appropriate drawsite and/or agency.
- (iv) Coordination of all transportation arrangements for the specimens to be forwarded to the Contractor's clinical laboratory.
- (iv) Confirmation of all arrangements to the requesting party.
- (v) Confirmation of attendance of parties scheduled for laboratory testing.

(n) The Contractor shall have the capacity to perform testing in special situations including but not limited to absent mother, family studies, deceased parties, unusual sample (samples other than buccal and blood), and multiple alleged fathers. Contractor shall have the ability to perform reconstruction cases such as when a party is missing or deceased.

(o) The Contractor shall have in place a reliable and proper chain of custody procedure which procedure shall be in accordance with the Family Court Act and Civil Practice Law & Rules.

(p) The Contractor shall make its clinical laboratory staff available to consult by telephone with the Department's staff during normal laboratory working hours to discuss procedures and to explain test results.

(q) The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any and all applicable laws, regulations or guidelines of the federal, New York State and local governments and their agencies, and the guidelines of the American Association of Blood Banks.

(r) The Contractor shall continue to maintain and safeguard individual records against destruction or loss of confidentiality as set forth herein, after termination of this agreement or any subsequent agreement for as long as such records are in the custody of the Contractor.

(s) The Contractor shall provide fully qualified expert witnesses upon request of the County.

3. Payment

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed TWENTY FOUR THOUSAND DOLLARS and 00/100 (\$24,000.00) to be paid as follows: On a reimbursement basis of THIRTY ONE DOLLARS and 00/100 (\$31.00) All-Inclusive Testing Fee (per test per person) which shall include the cost for all specimen collection (in-county, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, 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 (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

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 governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default.

The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law

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

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

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

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

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

(d) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357, and all related legislation. Contractor further agrees to require each of its employees, partners, or agents assigned to the performance of this agreement, to observe said requirements and evidence the same by their individual execution of an oath of confidentiality and non disclosure agreement on the forms prescribed by the "County", and NYSOCSE which are attached as "Exhibit B" and "EXHIBIT C".

(i). Contractor will ensure that no employee providing services under this contract shall work on any County child support matter to which he/she has a direct or indirect connection, either as a petitioner (custodial parent), respondent (payor) or supported child, or is someone who is familiar with any parties involved in the case.

(ii) Contractor agrees to limit the use or disclosure of information concerning applicants or recipients of Public Assistance to purposes connected with Contractor's duties hereunder.

(ii) Contractor further agrees that the names and addresses of persons applying for or receiving Public Assistance and care shall not be included in any published report, or printed in any newspaper, or reported at any public meetings except as specifically authorized by Statute in very limited circumstances; nor shall such names and addresses and the amount received by, or expended for, such person be disclosed except to the Commissioner of Social Services, or his authorized representative, any other body or official required to have such information to properly discharge its or his/her duties, or by authority of such County, City or Town, to a person or agency considered entitled to such information. Contractor agrees not to solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of

any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

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

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

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 *reasonable* *extent* *ED* *17 FEB 2017* *ED* *17 FEB 2017* limitation, attorneys' fees and disbursements) and damages ("Losses"), to the arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, fault, or default of the County or a third party.

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

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

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

9. Insurance

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if

contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

10. Assignment; Amendment; Waiver; Subcontracting

(a) 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 or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination

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

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor’s responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpected balance remaining as of the time of termination.

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

12. Accounting Procedures; Records

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

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain for a period of six (6) years following the later of termination of or final payment under this Agreement a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

14. Limitations on Actions and Special Proceedings Against the County

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor

Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

17. Notices.

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

18. All Legal Provisions Deemed Included; Severability

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

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

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

19. Section and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement

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

21. Administrative Service Charge

The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22 Executory Clause

Notwithstanding any other provision of this Agreement:

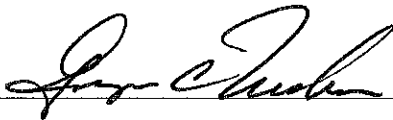
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor has executed this Agreement on _____, 201____ and the County has executed this Agreement on the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: 
Name: George C. Maha
Title: Associate Vice President
Date: 17 FEB 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

130977

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 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

North Carolina
STATE OF ~~NEW YORK~~)
)ss.:
Alamance
COUNTY OF ~~NASSAU~~)

On the 17 day of Feb in the year 2017 before me personally came George C. Maha to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Associate Vice President of Laboratory Corp. of America (Holdings), 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.

Linda Stanfield
NOTARY PUBLIC

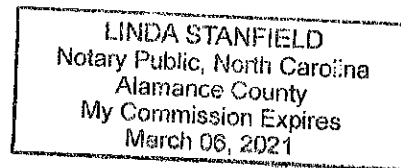


EXHIBIT B

STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

20 MAR 2017

Date

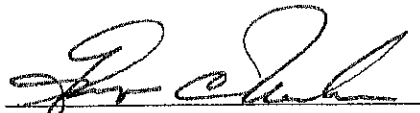

Signature

EXHIBIT C

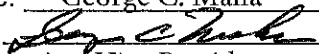
CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

I, the undersigned, an employee/officer of Laboratory Corporation of America Holdings, _____ (the "Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Nassau County Support Collection Unit (the "Child Support Agency") or otherwise obtained pursuant to the Agreement entered between the Child Support Agency and the Service Provider, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure. I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Child Support Agency.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: George C. Maha
Signature: 
Title: Associate Vice President
Date: 17 FEB 2017

NOTICE: Pursuant to Social Services Law § 111-v, a person who improperly releases or permits release of confidential child support information shall be guilty of a Class A misdemeanor and shall be liable in a civil action to any person who incurs damages due to said disclosure.

Appendix A

Terms applicable to all Purchase of Service Agreements for Child Support Services

The Nassau County Support Collection Unit (the "Agency") and the Laboratory Corporation of America Holdings, (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 1, the terms of this Appendix 1 shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

A. The Service Provider agrees that all information and data obtained in the performance of the Agreement is deemed confidential and will be used or disclosed only for the intended purposes as permitted by law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and state laws and regulations. The Service Provider agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.

B. The Service Provider shall insure that any officer, employee, subcontractor, or other person with access to information and data obtained in the performance of the Agreement is advised of the confidential nature of the information and data, the permitted uses of the information and data, and the penalties for improper use or disclosure. Upon written notice by the Child Support Agency, the officers, employees, subcontractors or other persons who receive access to this information must execute a "Confidentiality and Nondisclosure Agreement" using the form attached hereto. Each executed Confidentiality and Nondisclosure Agreement shall be provided to the Child Support Agency.

C. The Service Provider agrees to limit access to child support information to those officers, employees, subcontractors or other persons who need access to the information to perform work or services under the Agreement.

D. In the event that the Service Provider learns or has reason to believe that child support information has been disclosed or accessed by an unauthorized party, the Service Provider will immediately give notice of such event to the Child Support Agency. Furthermore, if the child support information contains personally identifying information, the Child Support Agency may direct the Service Provider to notify the individuals whose information was disclosed that a Security Event has occurred. The Service Provider shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

II. Reports and Record Keeping

A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.

2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.

3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.

C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.

B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.

B. The Agreement shall be governed by the laws of the State of New York.

V. Miscellaneous Terms

A. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.

B. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.

C. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

APPENDIX B

IRS AGREEMENT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE:

In performance of the Agreement, Laboratory Corporation of America Holdings, (the Service Provider) agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be done under the supervision of the Service Provider or the Service Provider's employees.

B. Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Disclosure to anyone other than an officer or employee of the Service Provider will be prohibited.

C. All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

D. The Service Provider certifies that the data processed during the performance of the Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Service Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Service Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Service Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

G. No work involving Federal tax information furnished under the Agreement will be subcontracted without prior written approval of the IRS.

H. The Service Provider will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

I. The agency will have the right to void the Agreement if the Service Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

A. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed will be notified in writing by such person that tax returns or tax return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed shall be notified in writing by such person that any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

C. Additionally, it is incumbent upon the Service Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to subcontractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a subcontractors, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Service Provider for inspection of the facilities and operations provided for the performance of any work under the Agreement. On the basis of such inspection specific measures may be required in cases where the Service Provider is found to be noncompliant with Agreement safeguards

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 therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable

without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

**LABORATORY CORPORATION OF AMERICA HOLDINGS
OFFICIAL LIST OF AUTHORIZED SIGNERS**

Executive Officers:

David P. King	President and Chief Executive Officer
Glenn A. Eisenberg	Executive Vice President, Chief Financial Officer and Treasurer
Benjamin R. Miller	Non-Section 16 Executive Vice President, Atlantic Division

Additional Officers:

Steven M. Anderson	Senior Vice President	Devin M. Lorrison	Senior Vice President
Anil B. Asnani	Senior Vice President	Charles S. McAllister	Senior Vice President
Tiana G. Ayotte	Senior Vice President	Karen A. McFadden	Senior Vice President
Willard Vince Barksdale	Senior Vice President	Jonathan C. Meltzer	Senior Vice President
Lance V. Berberian	Senior Vice President	Michael Minahan	Senior Vice President
Mark Elliott Brecher	Senior Vice President	Elizabeth A. Mitchell	Senior Vice President
Richard F. Bryant	Senior Vice President	Glenn Mogolowitz	Senior Vice President
Traci L. Butler	Senior Vice President	Michael Morgan	Senior Vice President
Berten L. Christianson	Senior Vice President	Robert L. Nelson, Jr.	Senior Vice President
Edward T. Dodson	Senior Vice President	Dale S. Phipps	Senior Vice President
F. Samuel Eberts III	Senior Vice President	Michael R. Roberts	Senior Vice President
Marcia T. Eisenberg	Senior Vice President	Mark S. Schroeder	Senior Vice President
Michael J. Etheridge	Senior Vice President	Randall L. Simmons	Senior Vice President
William B. Haas	Senior Vice President	Lisa J. Uthgenannt	Senior Vice President
Steven D. Jones	Senior Vice President	Sandra D. van der Vaart	Senior Vice President
Tammy S. Karnes	Senior Vice President	James P. Whelan	Senior Vice President
Richard G. Konzelman	Senior Vice President	Robert M. Wright	Senior Vice President
Eric Lindblom	Senior Vice President		

Additional Authorized Contract Signers: The following persons are authorized and empowered to execute contracts as an Authorized Signer in connection with the responsibilities listed opposite their names:

James A. Bucher	Divisional - Finance (Central North)	Parthia Gentles Hudson	Divisional - Finance (Southeast)
William F. Bucher	Marketing and Business Development - (except for government contracts and bids)	Denise A. Irvin	Divisional - Operations (Southeast)
		Thomas J. Kaminski	Corporate Strategy
Debbie Burnette Williams	Travel - (cash advances, hotel direct bills, car rental, apartment leases, hotel agreements, travel management statements, expense reports to be paid directly to corporate credit card balance and journal vouchers, except for government contracts and bids)	Kathryn W. Kyle	Legal - Settlement Agreements, Intellectual Property Filings and other agreements
		Marianne Levandoski	Supply Chain
		* George C. Maha	Identity & AMS Agreements
		Robert S. McLean	AMS Use Agreements/Vendor Contracts
		Rodolfo Menendez	Divisional - Operations (Southeast)
		Angela R. Miller	Identity & AMS Agreements
Michael T. Cavanaugh	Divisional - Finance (Northeast)	Lenny R. Monsour	Divisional - Operations (Southeast)
Lynda D. Dinwiddie	Corporate Fleet and Travel (except for government contracts and bids)	Nancy L. Moore	Marketing and Sales Support (except for government contracts and bids)
Pamela S. Edwards	Occupational Testing Services - Contracts, Proposals and Letters	Sherry L. Thomas	Divisional - Contracting (Central North)
William D. Edwards III	Corporate IS/MIS <\$25,000.00	Edward D. VanNimwegen	Divisional - Finance (Mid-America)
Patricia J. Gilbreth	Divisional-Finance (Mid-America)	Bryan T. Vaughn Jr.	Atlantic (finance/contracts)
James K. Fleming	Science & Technology	Kurt W. Wanner	Divisional - Operations (Northeast)
Jeffrey C. Hitzke	Supply Chain	Brian S. Wilcox	Atlantic (finance/contracts)
		Cynthia J. Wyatt	Divisional - Operations (Central North)
		Randolph M. Young	Lab Administration

I, F. Samuel Eberts III, the Secretary of Laboratory Corporation of America Holdings (the "Company"), a corporation organized and existing under the laws of the State of Delaware, do hereby certify that this is the Official List of Authorized Signers which names the individuals authorized to sign agreements on behalf of Laboratory Corporation of America Holdings, in accordance with the Laboratory Corporation of America Holdings' ("LabCorp") Contract Review Policy applicable to LabCorp and its subsidiaries, as authorized in a resolution adopted by LabCorp's Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005 ("Resolution"). I do further certify that said Resolution has not been altered or amended and remains in full force and effect as of this date.

Additionally, I do hereby certify that this Official List of Authorized Signers authorizes the above named individuals to sign government bids, contracts, awards, and bonds on behalf of the Company, unless specifically noted above, in accordance with the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this 6th day of May 2016.

LABORATORY CORPORATION OF AMERICA HOLDINGS

SEAL


F. Samuel Eberts III, Secretary

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as LABORATORY CORPORATION OF AMERICA HOLDINGS, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That _____,

Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2017 through December 31, 2017.

Officer

Sworn to before me this _____

day of _____, 201__

Notary Public

APPENDIX L

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:

David P. King
(Name)

531 S. Spring Street, Burlington, NC 27215
(Address)

(336) 229-1127
(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor X 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:

Laboratory Corporation of America Holdings ("LabCorp"), one of the largest clinical
reference laboratories in the United States, may , from time to time, be involved in litigation,
arbitration, or other proceedings that arise in the ordinary course of its business. However to
the best of LabCorp's knowledge, such litigation would not have any material effect on
LabCorp's ability to perform the services being requested by Nassau County.

APPENDIX L

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the 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:

Laboratory Corporation of America Holdings ("LabCorp"), one of the largest clinical
reference laboratories in the United States, may, from time to time, be involved in litigation,
arbitration, or other proceedings that arise in the ordinary course of its business. However to
the best of LabCorp's knowledge, such litigation would not have any material effect on
LabCorp's ability to perform the services being requested by Nassau County.

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.

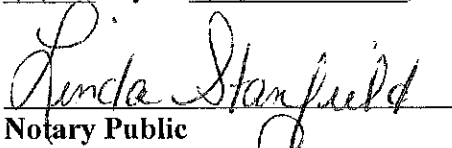
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

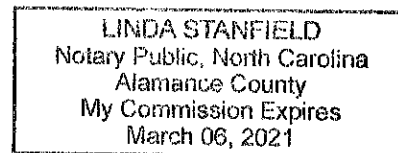
17 FEB 2017
Dated


Signature of Authorized Signer

George C. Maha
Name of Authorized Signer

Sworn to before me this

17 day of Feb, 2017

Notary Public



Kanowitz, Michael (HHSNASSAUCOUNTYNY)

From: Delle, Jaclyn <JDelle@nassaucountyny.gov>
Sent: Tuesday, January 17, 2017 4:51 PM
To: Kanowitz, Michael (HHSNASSAUCOUNTYNY)
Cc: Grippo, Daniel P (NASSAU)
Subject: RE: Proposed Contract

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Michael,

Please see my responses to the vendor's requested changes below.

3(d) Payment: This section is not in the County boilerplate, but, assuming you will be receiving some type of state or federal funding for this contract, I suggest keeping the section in and rejecting the vendor's request to remove it.

6(c) Records Access: We cannot accept their change. We have specific time frames in which we are required to respond to FOIL requests. We may not be able to comply with the FOIL requirements if we are required to provide the vendor with 30 days notice prior to release of information.

8. Indemnification: The two changes are acceptable.

12. Accounting & 13. Inventory: We cannot accept their change – the language in the boilerplate is County Comptroller language.

Appendix A – is this appendix language from the state or federal government? If so, I would not recommend accepting any changes.

Appendix EE – this appendix is Local Law, so we cannot accept any changes to the language. The vendor should note, however, the appendix applies to County contracts in excess of \$25,000 (this contract is for \$24,000).

If you have any additional questions, please let me know.

Thank you,
Jaclyn

Jaclyn Delle
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West St,
Mineola, NY 11501
Phone # 516-571-3034
Fax 516-571-6604
JDelle@nassaucountyny.gov

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From: Kanowitz, Michael
Sent: Tuesday, January 17, 2017 12:15 PM
To: Delle, Jaclyn <JDelle@nassaucountyny.gov>
Cc: Grippo, Daniel P <dgrippo@nassaucountyny.gov>
Subject: Proposed Contract

Hello Jaclyn,

Please find attached a copy of a contract with modifications proposed by the vendor LabCorp.

I submitted the contract to our DSS unit and DSS attorney assigned to the unit for the purpose of review.

They found the changes were not programmatic. Are the changes acceptable to County?

The Director has responded to me as below in blue bolded letters (bolding added):

Hello Mike,

We have reviewed the proposed changes from Lab Corp. and have found that; none of Lab Corps proposed changes are programmatic .Their proposed changes only affect boiler plate contract language which would need to be followed up on with the County to see if the contractual language changes are acceptable or not.

Rhonda

Thank you for any assistance you can provide.

Best Regards,
Michael

Michael Kanowitz
Administrative Assistant

Quality Management, Research and Planning
Nassau County Department of Social Services
60 Charles Lindbergh Blvd, Suite 160
Uniondale, NY 11553-3686
Phone: (516) 227-7452
Fax: (516) 227-8363

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Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

SAMUEL D. ROBERTS
Commissioner

MICHAEL PERRIN
Executive Deputy Commissioner

FAX TRANSMITTAL

TO: Comm. John E. Imhof

FAX #: 516-227-8432

FROM: Tim Lane, CSS II
OTDA-CSS

FAX #: _____

DATE: 3-15-17

of PAGES (with cover sheet) 2

MESSAGE:

Genetic Testing Agreement Letter

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



NEW YORK
STATE OF
OPPORTUNITY

Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

SAMUEL D. ROBERTS
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

March 1, 2017

Commissioner John E. Imhof, Ph.D.
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, NY 11553-3686

Dear Commissioner Imhof:

Thank you for submitting for review the proposed contract between the Nassau County Department of Social Services and the Laboratory Corporation of America Holdings, Inc., for providing genetic testing services for the period January 1, 2017 to December 31, 2017.

The submitted contract appears to satisfy all Federal criteria and State requirements under Administrative Directive 10-ADM-05-P and is hereby approved by the New York State Office of Temporary and Disability Assistance (OTDA) Child Support Services.

Federal reimbursement under Title IV-D may be disallowed for any contracts determined to be deficient in satisfying the requirements.

If you have any questions regarding cooperative agreements, please contact Tim Lane toll free at 866-227-7035 or 518-408-3544.

Yours truly,

Karen A. Sicurelli
Child Support Services

cc: Rhonda Ulrich, Coordinator, Nassau Co. CSEU
Michael Cody, Chief Accountant, OTDA Finance
Holly Garcia, Associate Accountant, OTDA Finance
Timothy Lane, Child Support Specialist II, NYS CSS

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)


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

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

George C Maha

Name and Title of Authorized Representative

m/d/yy



Signature

17 FEB 2007

Date

Laboratory Corporation of America Holdings

Name of Organization

1440 York Court, Burlington N.C. 27215

Address of Organization

Instructions for Certification

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

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

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

Date: March 16, 2017

**Subject: Laboratory Corporation of America Holdings Genetic Parentage Testing Services
New Contract 2017**

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

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 12, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

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

Att.
10099
132643





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

December 12, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Re. – Contract: Laboratory Corporation of America Holdings
Genetic Parentage Testing Services (New Contract 2017)

Dear Mr. Tuifel:

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

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

Sincerely,

A handwritten signature in dark ink, appearing to be "S/" or a stylized "M.A.K.", is written above the printed name.

Michael A. Kanowitz
Quality Management, Research and Planning

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



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

Contractor Evaluation Form

Contract Number:

Contract Name: LABORATORY CORPORATION OF AMERICA HOLDINGS

Service Provided: GENETIC PARENTING

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: RHONDA ULLRICH Mgr. of Motsgy

Date: 12/27/16

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

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

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

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

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