E-26-18

NIFS ID:CQCC18000003 Department: Corrections Center/Sheriff

Capital:

SERVICE: Medical Consulting

Contract ID #:cqcc18000003 NIFS Entry Date: Term: from 01-JAN-18 to 31-DEC-23

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

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

Vendor Info:	
Name: **Rehabilitation Medicine Services**	Vendor ID#: [redacted]
Address: 301 East Main Street Bay Shore, NY 11706 Mailing Addr: P.O. Box 230 Islip, NY 11751-0230	Contact Person: Dr. Craig Rosenberg
	Phone: 631-968-3100

Department:
Contact Name: Narda Hall
Address: 100 Carman Ave East Meadow, NY 11554
Phone: 516-572-3810

RECEIVED
NASSAU COUNTY
LEGISLATURE
2018 FEB 15 P 4: 23

Routing Slip

Department	**NIFS Entry: X**	**13-DEC-17 -- NFOCHETTA**
Department	**NIFS Approval: X**	**13-DEC-17 -- NFOCHETTA**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-DEC-17 -- RDALLEVA**

OMB	NIFS Approval: X	18-DEC-17 -- RDALLEVA
County Atty.	Insurance Verification: X	13-DEC-17 -- AAMATO
County Atty.	Approval to Form: X	14-DEC-17 -- JDELLE
Dep. CE	Approval: X	16-FEB-18 -- TFOX
Leg. Affairs	Approval/Review: X	18-JAN-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The purpose of medical consulting services to resolve disputes pertaining to GML 207-C pursuant to the collective bargaining agreement between the County of Nassau and the Nassau County Sheriff¿s Correction Officers Benevolent Association (COBA).

Method of Procurement: Arbitration Award requiring the County to contract with this vendor. The arbitration of this matter was required under the aforementioned CBA. See attached.

Procurement History: N/A

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

Impact on Funding / Price Analysis: 50,470.00

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE521
Transaction:	CQ
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 50,470.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 50,470.00

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
2	CCGEN1320/DE524	$ 50,470.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 50,470.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Rehabilitation Medicine Services

2. Dollar amount requiring NIFA approval: $252350

Amount to be encumbered: $50470

This is a New

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

3. Contract Term: 1/1/18-12/31/2023

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

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

Grant Fund (GRT)

Federal % 0
State % 0
County % 100

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

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

The purpose of medical consulting services to resolve disputes pertaining to GML 207-C pursuant to the collective bargaining agreement between the County of Nassau and the Nassau County Sheriff¿s Correction Officers Benevolent Association (COBA).

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA 18-DEC-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

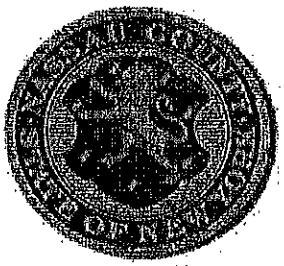
RULES RESOLUTION NO. – 2016

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

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

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

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Rehabilitation Medicine Services

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: 1[redacted]

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

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

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

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

12/1/17
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.***

July 21, 2017

Narda Hall
Budget Director
100 Carman Avenue
East Meadow, NY 11554

Dear Ms. Hall:

I am writing this letter as a formal request for a 3% increase in the 2018 hourly fee schedule charged by Rehabilitation Medicine Associates, P.C. in the performance of Medscope Evaluations for the Nassau County Sheriff's Department. In 2018, it will be 3 years since the last approved increase. The justification for this request is due to covering the increased cost of living as well as increased expenses incurred including overhead, rent, and insurance since the last approved increase.

Thank you very much for your consideration.

Sincerely,

Craig H. Rosenberg, M.D.
President, Rehabilitation Medicine Associates, P.C.

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?

NONE

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: REHABILITATION MEDICINE ASSOCIATES, PC

Dated: 7/20/2017

Signed:

Print Name: Craig H. Rosenberg, MD

Title: President

Rev. 3-2016

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

NONE

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

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

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

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

Dated: 7/20/2017

Signed: Craig H. Rosenberg, MD

Print Name: CRAIG H. ROSENBERG, MD

Title: President

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

The term "lobbying" or "lobbying activities" <u>does not include</u>: 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 CRAIG H. ROSENBERG
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

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

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100% SOLE OWNER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

Sworn to before me this 20th day of July 2017

Kathleen A. Kelly

Notary Public

Kathleen A. Kelly
Notary Public, State of NY
No. 01KE6168266
Qualified in Nassau County
Commission Expires June 11, 2019

REHABILITATION MEDICINE ASSOCIATES P.C.

Name of submitting business

CRAIG H. ROSENBERG, M.D.

Print name

Signature

President

Title

7/20/2017

Date

Business History Form

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

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

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

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

Date: 7-20-2017

1) Proposer's Legal Name: CRAIG H. ROSENBERG

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): [redacted]

Phone : [redacted]

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: unkown

5) Federal I.D. Number: [redacted]

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

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

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

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

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

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

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS
CONFLICT of INTEREST POLICY ATTACHED

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

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

ATTACHED

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 31 YEARS (1986)

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

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

Company WESTCHESTER COUNTY DEPT. of LAW

Contact Person FREDERICK SULLIVAN

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

[redacted]

Company RIVERHEAD POLICE DEPT

Contact Person DAVID HEGERMILLER

Address [redacted]

City/State

Telephone

Fax #

E-Mail Address

Company SUFFOLK COUNTY - OFFICE LABOR RELATIONS

Contact Person LORETTA HART

Address [redacted]

City/State

Telephone

Fax #

E-Mail Address

CERTIFICATION

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

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

Sworn to before me this 20th day of July 2017

Kathleen A. Kelly
Notary Public

Kathleen A. Kelly
Notary Public, State of NY
No. 01KE6168266
Qualified in Nassau County
Commission Expires June 11, 2019

Name of submitting business: REHABILITATION MEDICINE ASSOCIATES, P.C.

By: CRAIG H. ROSENBERG, M.D.
Print name

Signature

President
Title

7/20/2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity: REHABILITATION MEDICINE ASSOCIATES

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp _____ Other (specify)

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

CRAIG H. ROSENBERG

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

NONE

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

NONE

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 7/20/2017

Signed: C. H. Rosenberg

Print Name: CRAIG H. ROSENBERG, M.D.

Title: President

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2018, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) Rehabilitation Medicine Services, P.C., a corporation organized under the laws of New York state, having its principal corporate offices at [redacted] ("Contractor").

WITNESSETH:

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

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

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

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

1. TERM. This Agreement shall commence on January 1, 2018, and terminate on December 31, 2022 subject to extension or sooner termination as provided in this Agreement. This Agreement may be renewed, at the County's sole discretion and subject to all necessary County approvals, for two (2) additional one (1) year periods for a possible term of Seven (7) years, subject to the County's right of early termination as provided in this Agreement.

2. SERVICES. Contractor shall furnish all the professional medical services required to be performed by the medical consulting service as specified in **Workers' Compensation and Section 207-C of the General Municipal Law Nassau County Sheriff's Department Policy** ("Annex A", attached hereto and made a part hereof), and shall provide such services directly, consistent with Annex D attached hereto and made a part of ("Services"). Such Services to be provided by the Contractor under this Agreement include, but are not limited to, the following professional medical services:

   a) (a) Perform a full medical evaluation of NCCC employees referred by either NCCC's Deputy Under Sheriff ("DUS") of Administration or SHOA within ten (10) business

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

b) Prepare written reports describing the evaluation performed pursuant to paragraph 2. a, above and the results of such evaluation, and submit such reports to the DUS and SHOA within five (5) business days of the evaluation to the DUS and SHOA, except that when Contractor requires additional information and/or records, such report shall be submitted within five (5) business days of receipt by Contractor of the additional information and/or records.

c) When Contractor is elected pursuant to paragraph 4 of Annex A, resolve disputes between NCCC and SHOA as to the alleged recurrence or aggravation of an NCCC employee's prior line-of-duty injury within ten(10) business days of the submission of the dispute to Contractor, except that when Contractor requires additional information and/or records, such dispute shall be resolved within five (5) business days of receipt by Contractor of the additional information and /or records.

d) When contractor is elected pursuant to paragraph 5 of Annex A, perform medical evaluations to determine the NCCC employee's fitness to perform temporary limited or full duty, and the NCCC employee's prognosis for full duty, including the review of the employee's medical and diagnostic reports and any and all other clinical evidence within ten (10) business days from the date the request is submitted, in written form consistent with Annex C, to Contractor; except that when Contractor requires additional information and/or records, such determination will be made within five(5) business days of receipt by Contractor of the additional information and/or records.

e) Maintain records relative to all services rendered under the terms of this Agreement and such records shall include, but not be limited to: the dates and description of evaluations of corrections staff; description of evaluations; and Contractor's determinations on all such evaluations. Contractor shall deliver a copy of all records requested by NCCC within five (5) business days of the request.

3. PAYMENT.

a) Amount of Consideration. For Services provided pursuant to the terms of this Agreement, Contractor shall be paid the maximum amount not to exceed Two-Hundred Fifty-Two Thousand Three Hundred Fifty Dollars ($252,350.00) payable at the rates specified in Annex B, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County.

b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be Fifty-Thousand Four Hundred Seventy Dollars ($50,470.00) payable for services rendered during the first year of the Agreement, the period January 1, 2018 through December 31, 2018. Thereafter, the Department shall notify Contractor of availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County comptroller of his or her duly designated representative (the "Comptroller").

d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix "EE." As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

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

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

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

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

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

d) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this

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

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

a. The Contractor shall, and shall cause Contractor Agents, to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

8. Indemnification; Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

9. Insurance.

a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

11. Termination.

a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the

County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy.

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

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

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

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

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

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

20. Administrative Service Charge. Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty- Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance

Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

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

ASSOCIATES 10/20/2017

REHABILITATION MEDICINE ~~SERVICES~~, P.C.

By: _____

Name: CRAIG H ROSENBERG

Title: PRESIDENT

Date: 10.31.17

NASSAU COUNTY
By: _____

Name: _____

Title: Deputy County Executive

Date: _____

(PLEASE EXECUTE IN BLUE INK)

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

On the 31 day of October in the year 2017 before me personally came CRAIG H ROSENBERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of REHABILITATION MEDICINE ASSOCIATES, the corporation

described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC . Maria Rispoli

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

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

On the _____ day of _____ in the year 201___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix 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:

   CRAIG H. ROSENBERG (Name)

   301 E. MAIN ST. BAYSHORE NY 11706 (Address)

   631 968-3100 (Telephone Number)

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

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

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

Dated 7/20/2017

Signature of Chief Executive Officer

_____

Name of Chief Executive Officer

Sworn to before me this

20th day of July, 2017

Kathleen A. Kelly
Notary Public, State of NY
No. 01KE6168266
Qualified in Nassau County
Commission Expires June 11, 2019

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file

a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

I. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Hub International Northeast Ltd.
100 Sunnyside Boulevard
Woodbury NY 11797

CONTACT NAME:
PHONE (A/C, No, Ext): 516-417-5800 FAX (A/C, No): 917-934-5446
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Insurance Compan	19046
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED REHAMED-01
Rehabilitation Medicine Associates, P.C.
PO Box 230
Islip NY 11751-0230

COVERAGES CERTIFICATE NUMBER: 1585412351 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			680157R5799	7/9/2016	7/9/2017	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			680157R5799	7/9/2016	7/9/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

CERTIFICATE HOLDER

Nassau County
Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY 11554

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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UTICA NATIONAL INSURANCE GROUP
180 Genesee Street
New Hartford, NY 13413

WC 000001A

Issuing Company: Utica National Insurance Company of Texas
MEMBER OF UTICA NATIONAL INSURANCE GROUP

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Information Page

Policy Number: 4937839

Prior Policy Number:

1. **The Insured and Mailing Address:**
REHABILITATION MEDICINE ASSOCIATES PC DR CRAIG ROSENE
[redacted]

Producer: Colstan & Associates Inc
325 Sunrise Hwy
West Islip, NY 11795

Entity of Insured: Corporation

Producer Number: Y1140

SIC#: 8049

Other workplaces not shown above:

Insured's I.D. Number: 113063128
Risk I.D. Number:

NCCI Company Number: 17973

2. **The policy period is from** 03/29/2017 **to** 03/29/2018 **12:01 AM Standard Time at the insured's mailing address.**

3. A. **Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:** NY

   B. **Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:**

Bodily Injury by Accident	$500,000	Each Accident
Bodily Injury by Disease	$500,000	Policy Limit
Bodily Injury by Disease	$500,000	Each Employee

   C. **Other States Insurance: Part Three of the policy applies to the states, if any, listed here:**

   All States except those listed in Item 3.A., ND, OH, WA, WY

   D. **This policy includes these endorsements and schedules:**

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

☐ See Extension of Information Page Classifications	Code No.	Premium Basis Total est. Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
Minimum Premium: $ 272 NY **Employer's Liab Minimum Premium:** $ If indicated below, interim adjustments of premium shall be made:		**Expense Constant** **Total Estimated Annual Premium** **Deposit Premium**		$ $ 512 $ 512

Issuing Office: New Hartford, NY 13413 **Date of Issue:** 02-22-2017 **Countersigned by** Shawn C Peck

8-D-WC Ed. 08-2008
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BILLING NO. 200337862

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Item 4. Continued **Page:** 1 **NCCI Company Number: 17973** **Policy Number: 4937839**

Classifications	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
State: NY Location #:1				
Physician and Clerical (8832) 8832 SE Term: (03/29/17-03/29/18)	8832	41,308	0.65	$269
Term: (03/29/17-03/29/18)				
Manual Premium				$269
Subject Premium				$269
Merit Rating	9885		.92	-$22
Contracting Adjustment Credit	9046		1.00	$0
Standard Premium				$247
Expense Constant	0900			$200
Certified Acts of Terrorism (CAOT)	9740		.0630	$26
Catastrophe (Other than CAOT)	9741		.0110	$5
New York State Assessment	0932		12.2	$34
NY Security Fund Surcharge	9749		.000	$0
Total State Premium				**$512**

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ENDORSEMENT SCHEDULE

State(s)	Number	Edition	Description
NY	7A454	Ed. 09-07	Commercial Edge Cover Sheet
NY	7A455	Ed. 02-16	Commercial Edge Cover Letter
NY	8DWC	Ed. 08-08	Information Page
NY	8DWCSUPP	Ed. 08-08	Extension Of Information Page
NY	WC990603	Ed. 04-84	Endorsement Schedule
NY	WC990603	Ed. 04-84	Locations Of Operations
NY	WC990603	Ed. 04-84	Schedule Of Named Insured
NY	8L937	Ed. 04-05	Prescribed Wording For Utica National Insurance Company Of Texas
NY	8L1834	Ed. 05-02	Important Notice About Your Premium Audit
NY	8L1543S	Ed. 02-01	Important Notice To Report Workers Compensation Claim (Spanish Version)
NY	8L1543	Ed. 03-96	Important Notice To Report Workers Compensation Claim
NY	8L1466	Ed. 07-94	Important Notice Regarding Claim
NY	8L1671	Ed. 08-13	Notice To Employers
NY	8L1763NY	Ed. 12-12	Privacy Notice
NY	8L1963	Ed. 10-04	Important Notice About The New York Workers Compensation Security Fund

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No.	Issued by	
W 4937839		
And shall be effective from M.,	Standard Time at the address of the named insured.	
Countersigned at	Date	By Shana C Peck Authorized Representative

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

ENDORSEMENT SCHEDULE

State(s)	Number	Edition	Description
NY	8L1449	Ed. 05-15	Notice To Policyholders And Applicants New York Workers Compensation
NY	8L1400	Ed. 01-17	Policyholder Notice Rate Change
NY	WC000414	Ed. 07-90	Notification Of Change In Ownership Endorsement
NY	WC000419	Ed. 01-01	Premium Due Date Endorsement
NY	WC000421D	Ed. 01-15	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
NY	WC000422B	Ed. 01-15	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
NY	WC000000C	Ed. 01-15	Workers Compensation and Employers Liability Insurance Policy
NY	WC310308	Ed. 01-00	New York Limit Of Liability Endorsement
NY	WC310402	Ed. 10-94	New York Merit Rating Endorsement
NY	WC310319H	Ed. 10-16	New York Construction Classification Premium Adjustment Program Explanatory Endorsement
NY	WC7654F	Ed. 01-11	Notice Of Compliance To Employees
NY	WC310618	Ed. 03-15	New York Workers Compensation Policyholder Notice Of Right To Appeal
NY	BillingDownPaymentInv	Ed. ol-ce	Billing Down Payment Invoice

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4937839	Issued by	
And shall be effective from M.,	Standard Time at the address of the named insured.	
Countersigned at	Date	By Shawna C Peck Authorized Representative

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

ENDORSEMENT SCHEDULE

State(s)	Number	Edition	Description

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No.	Issued by
W 4937839	

And shall be effective from	Standard Time at the address of the named insured.
M.,	

Countersigned at	Date	By
		Shawn C Peck Authorized Representative

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

LOCATIONS OF OPERATIONS

Location Number	Address	Average Number of Employees
1	[redacted]rm:(03/29/17-03/29/18)	1

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4937839	Issued by	
And shall be effective from A M.,	Standard Time at the address of the named insured.	
Countersigned at	Date 2017-02-22	By Shawn C Peck Authorized Representative

NAME AND ADDRESS OF INSURED

[ ]

PRODUCER:

PRODUCER NO.

[ ]

SCHEDULE OF NAMED INSURED

LOCATION(S) #	NAME	INSURED ID #	Tax ID #
1	REHABILITATION MEDICINE ASSOCIATES PC DR CRAIG ROSENBERG Term: (03/29/17-03/29/18)	[redacted]	

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No.	Issued by	
W 4937839		
And shall be effective from M.,	Standard Time at the address of the named insured.	
Countersigned at	Date	By Sharon C Peck Authorized Representative

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

TRAVELERS

707 WEST MAIN AVENUE
SUITE 300
SPOKANE WA 99201

NOTICE OF REINSTATEMENT

REHABILITATION MEDICINE
ASSOCIATES, P.C.
[redacted]

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

NOTICE OF REINSTATEMENT

POLICY NUMBER 680-157R5799-16-42 **ISSUE DATE** 02/20/2017

EFFECTIVE DATE OF THIS NOTICE 08/09/2016

NAMED INSURED

REHABILITATION MEDICINE
ASSOCIATES, P.C.
PO BOX 230
ISLIP NY 11751

Dear Policyholder:

We are pleased to inform you that the policy designated above, previously issued to you, remains in full force as of the original date of issue. The notice of cancellation originally sent to you is hereby withdrawn.

Receipt of funds dishonored is not a valid means of reinstatement. Reinstatement will only occur when all conditions have been met. If these conditions have not been met the reinstatement will be null and void.

Premium Financed By:

THIS NOTICE IS GIVEN ONLY BY THE COMPANY OR COMPANIES WHICH ISSUED THIS POLICY. FOR ANY INFORMATION CONCERNING THIS CANCELLATION, PLEASE CONTACT YOUR PRODUCER.

PRODUCER & CODE		OFFICE & CODE
HUB INT'L NORTHEAST LTD	F8271	NEW YORK - METRO 140 TJ

Original of this Notice sent directly to policyholder.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

OTHER INTEREST

CHANGE ENDORSEMENT

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured: REHABILITATION MEDICINE ASSOCIATES, P.C.
Policy Number: [redacted]
Policy Effective Date: 07/09/2016
Policy Expiration Date: 07/09/2017
Issue Date: 02/28/2017
ADDITIONAL Premium $ 90.00

Effective from 02/21/17 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Under the Commercial General Liability Coverage Part, Who Is An Insured is changed to include scheduled contractors Additional Insureds as provided under the attached endorsement.

The following forms and/or endorsements is/are included with this change. These forms are added to the policy or replace forms already existing on the policy:
IL T0 07 09 87
CG D2 47 08 05

Rates and/or premiums have been changed to reflect a change in the exposure and/or rating procedure

NAME AND ADDRESS OF AGENT OR BROKER
HUB INT'L NORTHEAST LTD
100 SUNNYSIDE BLVD
WOODBURY NY 11797-2925

Countersigned by

Authorized Representative

DATE: 02/28/2017

Office: NEW YORK - METRO

POLICY NUMBER: [redacted]

EFFECTIVE DATE: 07/09/2016

ISSUE DATE: 02/28/2017

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

*	IL T0 07 09 87	CHANGE ENDORSEMENT
	IL T0 19 02 05	COMMON POLICY DECLARATIONS
	IL T0 25 08 01	RENEWAL CERTIFICATE
	MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T3 52 02 07	NAMED STORM PERCENTAGE DEDUCTIBLE
MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 05 02 05	AMENDATORY PROVISIONS - OFFICES
MP T5 30 11 12	FUNGUS WET ROT AND DRY ROT CHANGES - NEW YORK
MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 49 10 06	BUSINESS INCOME AND EXTRA EXPENSE - POLICY LEVEL DOLLAR LIMIT ENDORSEMENT
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T3 36 02 05	EQUIPMENT BREAKDOWN EXCLUSION
MP T5 45 11 10	NEW YORK CHANGES

COMMERCIAL GENERAL LIABILITY

	CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
	CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
	CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
	CG D4 71 01 15	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
	CG F2 63 08 11	NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG D0 37 04 05	OTHER INSURANCE - ADDITIONAL INSUREDS
*	CG D2 47 08 05	ADDITIONAL INSURED (CONTRACTORS)
	CG D4 13 04 08	AMEND COVG - POLLUTION-EQUIP EXCEPTION
	MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
	CG D2 56 11 03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
	CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
	CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 6[redacted]

EFFECTIVE DATE: 07/09/2016

ISSUE DATE: 02/28/2017

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D3 56 05 14	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D7 46 01 15	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 42 01 02	EXCLUSION - WAR
CG D3 43 04 09	PROFESSIONAL SERVICES EXCLUSION - SERVICES FURNISHED BY HEALTH CARE PROVIDERS
CG T4 78 02 90	EXCLUSION - ASBESTOS
CG T4 89 07 96	EXCLUSION - COUNSELING OR REFERRAL ERRORS AND OMISSIONS
CG 26 21 10 91	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

MULTIPLE SUBLINE ENDORSEMENTS

CG 01 04 12 04	NEW YORK CHANGES - PREMIUM AUDIT

INTERLINE ENDORSEMENTS

IL F0 63 05 13	NEW YORK - EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 83 08 08	NEW YORK CHANGES - FRAUD
IL 02 68 01 14	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
IL F1 01 09 13	NY CHGS - REFERENCES TO SUPERINTENDENT OF INS, INS DEPT, INS LAW AND REGULATION NO.

POLICY HOLDER NOTICES

PN T5 74 09 13	NOTICE NY HAZARDOUS MATERIALS REPORT

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
WESTCHESTER, COUNTY OF WESTCHESTER

DEPT OF LAW
148 MARTINE AVE
WHITE PLAINS NY 10601

PROJECT/LOCATION OF COVERED OPERATIONS:
301 E MAIN ST BAYSHORE NY 11706

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

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or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

      i. How, when and where the "occurrence" or offense took place;

      ii. The names and addresses of any injured persons and witnesses; and

      iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

      i. Immediately record the specifics of the claim or "suit" and the date received; and

      ii. Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

   d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

      a. After the signing and execution of the contract or agreement by you;

      b. While that part of the contract or agreement is in effect; and

      c. Before the end of the policy period.

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COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 680-157R5799-16-42 ISSUE DATE: 02/28/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
SUFFOLK COUNTY

H LEE DENNISON BLDG 10TH FL
100 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE NY 11788

PROJECT/LOCATION OF COVERED OPERATIONS:
301 E MAIN ST BAYSHORE NY 11706

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

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or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

      i. How, when and where the "occurrence" or offense took place;

      ii. The names and addresses of any injured persons and witnesses; and

      iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

      i. Immediately record the specifics of the claim or "suit" and the date received; and

      ii. Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

   d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

      a. After the signing and execution of the contract or agreement by you;

      b. While that part of the contract or agreement is in effect; and

      c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
NASSAU COUNTY

NASSAU COUNTY CORRECTIONAL CENTER
100 CARMEN AVE
EAST MEADOW NY 11554

PROJECT/LOCATION OF COVERED OPERATIONS:
301 E MAIN ST BAYSHORE NY 11706

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

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or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

      i. How, when and where the "occurrence" or offense took place;

      ii. The names and addresses of any injured persons and witnesses; and

      iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

      i. Immediately record the specifics of the claim or "suit" and the date received; and

      ii. Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

   d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph **3.** above.

5. The following definition is added to SECTION V. – DEFINITIONS:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

      a. After the signing and execution of the contract or agreement by you;

      b. While that part of the contract or agreement is in effect; and

      c. Before the end of the policy period.

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CHANGE OVERPRINT /CHANGE SLIP

POLICY NUMBER: [redacted]
ISSUE DATE: 02/28/2017
RATER: CJ
CHANGE EFFECTIVE DATE: 02-21-17
EFFECTIVE DATE: 07/09/2016
EXPIRATION DATE: 07/09/2017

INSURED'S NAME: REHABILITATION MEDICINE ASSOCIATES, P.C.

New/Renewal: R	Special Code:	Watch File:
Solicitor Code:	Program Code: 15F	Survey Code:
SAI: 1906B9038	Paymode: L	Reinsurance: E
MSI: I	Audit Frequency: N	DOWNSTREAM
Rating Mode:	Responsibility: I	Pro Rata Factor: 0.378

PREMIUM SUMMARY

S.B.	ACCT. MO.	EFF. DATE	PREMIUM .1500	NYFIF NC	
	20/02	02-21-17	90.00	0.00	90.00

90.00

Type Code	Type Code Description
NYFIF	NEW YORK FIRE INSURANCE FEE

OFFICE: NEW YORK - METRO 140
PRODUCER NAME: HUB INT'L NORTHEAST LTD F8271

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

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: [redacted] Certificate Number: 19251084

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

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

LICENSEE/REGISTRANT

COMMISSIONER OF EDUCATION

EXECUTIVE SECRETARY

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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REHABILITATION MEDICINE ASSOCIATES

[redacted]

Nassau County Contract: CONFLICT OF INTEREST POLICY

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

Craig H. Rosenberg, MD
Updated: February 7, 2017

CRAIG H. ROSENBERG, MD

EDUCATION:

S.U.N.Y. at Stony Brook
Stony Brook, New York
Bachelor of Science
September 1972 to May 1976

AUTONOMOUS UNIVERSITY OF GUADALAJARA, SCHOOL OF MEDICINE
Guadalajara, Mexico
Physician and Surgeon
January 1978 to December 1981
Honors: Highest Academic Achievement, December 1979
Activities: Our Lady of Mercy Clinic, Guadalajara, Mexico
Volunteered Clinical Services
January 1978 to December 1981

DOWNSTATE MEDICAL SCHOOL
Long Island College Hospital
Brooklyn, New York
Fifth Pathway Program
January 1981 to December 1982

POST GRADUATE TRAINING:

RESIDENCY:

New York University School of Medicine – Rusk Institute of Rehabilitation Medicine
New York, New York
Department of Physical Medicine & Rehabilitation
January 1983 to December 1985

Chief Resident
Bellevue Hospital Center
October 1985 to November 1985

Chief Resident
Goldwater Memorial Hospital
January 1985 to March 1985

POST RESIDENCY TRAINING:

Medical College of Wisconsin
Coursework in Public Health and Occupational Medicine
Milwaukee, Wisconsin
August 1995 to November 1996

LICENSURE:

New York State License#: 153525 – March 11, 1983
Connecticut License# 039944 – October 18, 2001
New York State License to practice Acupuncture – June 2002
New York State Workers' Compensation Rating – CPMR

BOARD CERTIFICATION:

American Board of Physical Medicine & Rehabilitation – May 1987
American Board of Independent Medical Examiners – January 1998

MEDICAL SCHOOL APPOINTMENTS:

Hofstra Northwell School of Medicine
Assistant Professor
Department of Physical Medicine & Rehabilitation
Hempstead, New York
April 2010 to Present

State University of New York At Stony Brook
Clinical Assistant Professor
Department of Physical Medicine & Rehabilitation
Stony Brook, New York
March 1995 to Present

Albert Einstein College of Medicine
Assistant Clinical Professor of Rehabilitation Medicine
Bronx, New York
December 1993 to March 1996

New York University School of Medicine
Clinical Assistant Professor
Department of Rehabilitation Medicine
August 1995 to March 2010

New York University School of Medicine
Clinical Instructor
Department of Rehabilitation Medicine
New York, New York
January 1986 to August 1995

ADMINISTRATIVE APPOINTMENTS AND POSITIONS:

Northwell Health
Director of Rehabilitation Strategic Initiatives, Eastern Region
Long Island, New York
August 2015 to Present

Northwell Health Southside Hospital
Chairman of Rehabilitation Medicine
Bay Shore, New York
January 2003 to Present

St. Vincent Catholic Medical Centers of New York – Brooklyn & Queens Region
Regional Chairman of Physical Medicine and Rehabilitation
Queens, New York
August 1999 to December 2006

Catholic Health Services of Long Island
Systemwide Medical Director of Rehabilitation Medicine Services
Melville, New York
June 1999 to December 2001

John T. Mather Memorial Hospital
Medical Director of Rehabilitation Medicine
Port Jefferson, New York
January 1997 to December 2001

St. Charles Outpatient Rehabilitation Network
Medical Director
Port Jefferson, New York
September 1996 to December 2001

St. Charles Hospital & Rehabilitation Center
Medical Director of Occupational Medicine
Port Jefferson, New York
September 1996 to December 2001

St. Charles Hospital & Rehabilitation Center
Director of Rehabilitation Medicine
Department of Physical Medicine & Rehabilitation
Port Jefferson, New York
April 1994 to December 2001

Mary Immaculate Hospital (Catholic Medical Center)
Acting Medical Director
Department of Rehabilitation Medicine
Jamaica, New York
July 1991 to March 1994

St. Joseph's Hospital (Catholic Medical Center)
Medical Director
Department of Rehabilitation Medicine
Flushing, New York
September 1988 to March 1994

Jamaica Hospital Medical Center
Chairman, Medical Director and Director of Electrodiagnostic Medicine
Department of Physical Medicine & Rehabilitation
November 1987 to April 1994

Rusk Institute of Rehabilitation Medicine at New York University Medical Center
Acting Clinical Director
Department of Physical Medicine & Rehabilitation
New York, New York
July 1986 to August 1986.

TEACHING APPOINTMENTS AND POSITIONS:

Northwell Health Southside Hospital
Site Coordinator
Northwell Health PM&R Residency Training Program
Bay Shore, New York
January 2003 to Present

St. Vincent Catholic Medical Centers of New York – Brooklyn & Queens Region
Site Coordinator
Long Island Jewish Medical Center PM&R Residency Training Program
Jamaica, New York
August 1999 to December 2006

State University of New York at Stony Brook
Medical Student Advisor
Physical Medicine and Rehabilitation
School of Medicine
Stony Brook, New York
January 1997 to December 2001

State University of New York at Stony Brook School of Medicine
Residency Program Director
University Physical Medicine and Rehabilitation Residency Training Program
Stony Brook, New York
September 1996 to December 2001

CLINICAL APPOINTMENTS AND POSITIONS:

Northwell Health Glen Cove Hospital, Huntington Hospital, Plainview Hospital, and Syosset Hospital
Attending Physician
Long Island, New York
2015 to present

St. John's Hospital, Caritas Health System
Attending Physician
Queens, New York
January 2007 to December 2007

Northwell Health Southside Hospital
Attending Physician
Bay Shore, New York
January 2003 to present

St. Vincent Catholic Medical Centers, Brooklyn and Queens Region
Attending Physician
Jamaica, New York
August 1999 to December 2006

Mercy Medical Center
Assistant Attending Physician
Rockville Centre, New York
March 1999 to December 2001

St. Francis Hospital – The Heart Center
Assistant Attending Physician
Roslyn, New York
June 1995 to December 2001

Astoria General Hospital (Mount Sinai of Western Queens Hospital)
Assistant Attending Physician
Department of Rehabilitation Medicine
Astoria, New York
June 1992 to June 1996

Long Island Jewish Medical Center
Adjunct Faculty and Assistant Attending Physician
Department of Physical Medicine and Rehabilitation
New Hyde Park, New York
June 1992 to March 1996

Jamaica Hospital Medical Center
Attending Physician
Jamaica, New York
November 1986 to April 1994

Catholic Medical Centers of Brooklyn and Queens
Attending Physician
Jamaica, New York
July 1986 to March 1994

New York University Medical Center-Rusk Institute of Rehabilitation Medicine
Assistant Attending Physician
Department of Physical Medicine & Rehabilitation
New York, New York
January 1986 to March 2010

Bellevue Hospital Center
Assistant Attending Physician
Department of Physical Medicine & Rehabilitation
New York, New York
January 1986 to December 1988

OTHER APPOINTMENTS AND POSITIONS:

Impartial Specialist, State of New York Workers' Compensation Board
New York, April 10, 2013

Injury Prevention Services for Actors Equity and the Broadway League
New York, New York
September 2008 – April 2010

Physicians Reciprocal Insurers
Medical Expert Reviewer – Physical Medicine & Rehabilitation
January 2002 - Present

Medscope (Medical) Arbitration Services
Medical Director and Physician Arbitrator

Suffolk County Police Department - January 1995 to December 2001; January 2003 to Present
Suffolk County Sheriff's Department - January 1995 to December 2001; January 2003 to Present
Suffolk County Civil Services- January 1995 to December 2001; January 2003 to Present
Suffolk County Water Authority - January 1995 to December 2001; January 2003 to December 2008
Westchester County Department of Corrections - October 2000 to Present
Nassau County Sheriff's Department - January 2004 to Present
Westchester County Police Department - November 2006 to Present
Nassau County Police Department, Superior Officers – January 2008 to Present
Riverhead Police Department – February 2008 to Present
Port Washington Police Department – May 2010 to Present
Orangetown Police Department – November 2010 to Present
East Hampton Town Police – November 2012 to Present

Police Surgeons Benevolent Association of New York
Trustee
Dix Hills, New York
January 1998 to Present

Rehabilitation Medicine Associates, P.C.
President and Medical Director
Islip, New York
January 1991 to present

New York City Department of Sanitation
Consultant
Physical Medicine & Rehabilitation
November 1987 to December 1990

COMMITTEE ASSIGNMENTS:

Hofstra Northwell School of Medicine

Faculty Council
Hempstead, New York
April 2011 to June 2015

Southside Hospital
Bay Shore, New York

Member, Hospitalwide Quality Improvement Committee
January 2011 to Present

Member, Medical Board
June 2005 to Present

Chair, Department of Rehabilitation Medicine Quality Improvement Committee
January 2004 to Present

Northwell Health
Manhasset, New York

Member Eastern Region Strategy for Rehabilitation Services Workgroup
Leader of Care Model Development Workgroup
April 2017 to present.

Member Governing Board, Interdisciplinary Spine Center Development Team
May 2012 to 2015.

Member, Systemwide Rehabilitation Leadership Committee
November 2005 to Present

Co-Chair, Systemwide Neurorehabilitation Committee
January 2005 to 2010.

Co-Chair, Systemwide Occupational Ergonomics and Safety Committee
November 2004 to December 2009

Member, Systemwide Rehabilitation Medicine Quality Improvement Committee
May 2003 to October 2005

Member, Systemwide Rehabilitation Administrative Planning Committee
January 2003 to November 2005

Catholic Health Services of Long Island
Melville, New York

Member, Information Technology Committee
November 2000 to December 2001

Member, Board of Trustees Strategic Planning Committee
Physician Integration, Geriatrics, Post-Acute Care, Palliative Care & Strategic Rapid Designs
January 1998 to December 2000

Co-Chairperson, System Rehabilitation Signature Service (Development & Implementation)
November 1998 to December 2001

St. Charles Hospital & Rehabilitation Center
Port Jefferson, New York

Member, Board of Trustees C.E.O. Selection Committee
May 2000 to September 2000

Member, Hospitalwide Performance Improvement Committee
September 1994 to December 2001

Member, Medical Board
May 1994 to December 2001

Member, Board of Trustees Strategic Planning Committee
May 1994 to December 2001

Chair, Rehabilitation Process Improvement Committee
May 1994 to December 2001

Co-Chair, Rehabilitation Operations Committee
December 1994 to December 2001

St. Vincent Catholic Medical Centers, Brooklyn-Queens Region
Brooklyn-Queens, New York

Member, Regional Medical Board
January 2003 to December 2006

Member, Divisional Executive Committees
August 1999 to present

Member, Credentials Committee
August 1999 to present

Member, Regional Quality Assurance Committee
August 2000 to present

Jamaica Hospital Medical Center
Jamaica, New York

Member, Quality Assurance Committee
October 1989 to March 1994

Member, Medical Board
October 1989 to March 1994

Member, Utilization Review Committee
January 1989 to December 1991

St. Joseph's Hospital (Catholic Medical Center)
Flushing, New York

Member, Quality Assurance Committee
January 1989 to December 1993

New York University Medical Center
New York, New York

Member, Nutrition Committee
November 1987

Faculty Advisor & Organizer
Dept. of Rehabilitation Medicine Sports Medicine Symposium
June 1986 to July 1987

Medical Staff Representative
Medical Staff Section of the American Medical Association
December 1985

PROFESSIONAL AFFILIATIONS:

Diplomate, American Academy of Physical Medicine and Rehabilitation
Member, Association of Academic Physiatrists
Fellow, American Academy of Disability Evaluating Physicians
Member, American College of Occupational and Environmental Medicine
Member Work Fitness and Disability Section
Member, American College of Physician Executives
Associate Member, American Association of Electrodiagnostic Medicine
Fellow, American Back Society
Member, New York Society of Physical Medicine & Rehabilitation
Member, New York State Medical Society
Member, Suffolk County Medical Society

INVITED LECTURES:

Grand Rounds Presentation – *Disability Evaluation*
NS-LIJ Department of Rehabilitation Medicine
Manhasset, New York
March 2015

Grand Rounds Presentation – *Causality and Workplace Injury*
NS-LIJ Department of Occupational and Environmental Medicine
Manhasset, New York
December 2013

Lecture – *Neuroplasticity and New Trends in Brain Injury Rehabilitation*
NS-LIJ Brain Injury Conference
Smithtown, New York
October 2013

Grand Rounds Presentation – *The Road to CARF Accreditation*
NS-LIJ Department of Rehabilitation Medicine
Manhasset, New York
August 2012

Lecture - *Recovery Following Brain Injury*
NS-LIJ Cushing Institute Neurology and Neurosurgery Update 2010
Uniondale, New York
November 5, 2010

Lecture - *Neuroplasticity*
Coma Recovery Association of New York Annual Symposium
Plainview, New York
November 30, 2005

Lecturer - *Management of Spasticity*
NSUH-LIJ Neurorehabilitation Conference
Manhasset, New York
March 19, 2005

Lecturer - Complex Regional Pain Syndrome
New York City Police Surgeons
October 2004

Guest Lecture - *Pharmacological Interventions to Facilitate Arousal in Coma Patients*
Coma Recovery Association Annual Brain Injury Conference
Plainview, New York
September 12, 2003

Grand Rounds - *The Low Back Pain Dilemma*
New York-Presbyterian Hospital Healthcare System - Department of Rehabilitation Medicine
New York, New York
October 2002

Grand Rounds – *Low Back Pain Assessment*
St. Vincent Catholic Medical Centers Brooklyn Queens Region – Department of Family Practice
Flushing, New York
June 2002

Grand Rounds - *Functional Assessment of the Geriatric Patient*
St. Josephs Hospital – Department of Medicine
Flushing, New York
February 2002

Grand Rounds - ***Repetitive Strain Injuries***
Long Island Jewish Hospital. – Department of Rehabilitation Medicine
New Hyde Park, New York
October 2001

Grand Rounds - ***Spinal Cord Injury Rehabilitation***
Catholic Medical Center - Department of Orthopedics
Jamaica, New York
May 2001

Lecture - ***Repetitive Strain Injuries***
St. Charles Hospital & Rehabilitation Center
Port Jefferson, New York
January 2001

Grand Rounds - ***Low Back Pain Diagnosis & Treatment***
St. Vincent Catholic Medical Centers Brooklyn Queens Region - Department of Podiatry
Jamaica, New York
November 2000

Lecture - ***Low Back Pain Management***
St. Charles Hospital & Rehabilitation Center
Port Jefferson, New York
April 2000

Lecture - ***Evaluation of Functional Deficits in Diabetic Neuropathy & Arthropathy, an Update***
Social Security Disability – Medical Department
Brooklyn, New York
July 1999

Grand Rounds - ***Geriatric Functional Assessment***
SUNY Stony Brook – Department of Geriatric Medicine
Stony Brook, New York
April 1999

Grand Rounds – ***Functional Assessment of the Elderly Patient***
Brookhaven Memorial Hospital – Department of Medicine and Family Practice
Patchogue, New York
May 1998

Lecture - ***Diagnostic Testing and Functional Capacity Evaluations***
GENEX Services, Inc.
Melville, New York
June 1997

Lecture - ***Functional Deficits in Diabetic Neuropathy & Arthropathy***
St. Charles Hospital & Rehabilitation Center
Port Jefferson, New York
June 1995

Lecture - *Evaluation of Functional Deficits in Diabetic Neuropathy & Arthropathy*
Social Security Disability – Medical Department
Brooklyn, New York
July 1995

Lecture - *Repetitive Strain Injuries*
Fireman's Fund
Melville, New York
May 1994

Teaching Module - *Prosthetics*
Organizer and Faculty Supervisor
Department of Physical Medicine and Rehabilitation
Long Island Jewish Medical Center
New Hyde Park, New York
February 1994

Lecture - *Repetitive Strain Injuries*
Symposium on Arthritis
Long Island Arthritis Foundation
Melville, New York
June 1993

Teaching Module - *Traumatic Brain Injury & Spinal Cord Injury*
Organizer and Faculty Supervisor
Department of Physical Medicine and Rehabilitation
Long Island Jewish Medical Center
School of Medicine
New Hyde Park, New York
November 1992 to January 1993

Symposium - *Repetitive Strain Injuries*
Course Director
Jamaica Hospital Medical Center
Jamaica, New York
June 1992

Lecture - *Functional Capacity Evaluations*
New York City Police Surgeons
November 1991

Lecture - *Low Back Pain Injury and Disability Management*
Intracorp
May 1991

Lecture - *Repetitive Strain Injuries*
National Association of Hispanic Journalists
March 1991

Lecture - *Low Back Prevention and Safety Proposals*
Northeast Conference of Safety Engineers and Managers
United Parcel Service
January 1987

Lecture - *Clinical Aspects of Rehabilitation*
Vocational Counselors of the New York State
Division of Social Services
October 1985

ABSTRACTS AND PUBLICATIONS:

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

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

Rosenberg, CH, John, S and Sabini, R. Neurorehabilitation (book chapter), in "*Physical Medicine and Rehabilitation Q&A Review*". First Edition. Lyn Weiss, Harry Lenaburg and Jay Weiss, Editors. Demos Medical Publishing. Submitted for publication.

Rosenberg,CH, John, S, *Brain Injury Rehabilitation* (book chapter), in "*Physical Medicine and Rehabilitation Poketpedia*". Second Edition Howard Choi, Ross Sugar, David Fish, Matthew Shatzer and Brian Krabak, Editors. Lippincott Williams & Wilkins Publishers. 2012.

Rosenberg,CH, Patel, M. and Sitnantov, J.; *The Role of the Neurophysiatrist* (book chapter), in "*Neurorehabilitation: A Team Approach*". Jean Elbaum, Ph.D. and Debra Benson, Ph.D. editors. Springer Science and Business Media, Inc. Publishers. 2007.

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

Rosenberg, CH, Peddie, S.; *The Repetitive Strain Injury Source Book*
Lowell House Publishers. January 1998

Saltzman, LS, **Rosenberg,CH**, *Management of Cumulative Trauma Disorder with Occupational and Non-Occupational Risk Factors.* (Abstract) for The New York Society Physical Medicine & Rehabilitation: Selected for Presentation at Resident's Night. May 1993.

Saltzman, LS., **Rosenberg, CH**, *Brainstem Infarction with Pharyngeal Dysmotility and Paralyzed Vocal Cord: Management with a Multi-Disciplinary Approach.* Archives in Physical Medicine Rehabilitation, Volume 74. February 1993.

Annex B

REHABILITATION MEDICINE ASSOCIATES

Nassau County
Rate Sheet 2018

Medical (Medscope) Examination (Initial & Follow-Up) Review of Records and Report	$618.00 Per Hour
Functional Capacity Exams: Two Hour Assessment	$437.75
Electromyleogram and Nerve Conduction Studies (All Inclusive Comprehensive Service):	$612.85
Other Specialist Examinations Per Hour	$422.30
CDP- Balance Test	$587.10

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

1800 Northern Boulevard, P.O. Box 9007, Roslyn, New York 11576

(516) 365-6690
(800) 632-6040
www.pri.com

Nassau County OFCS & Institutions/Correctional Ctr
100 Carmen Avenue
East Meadow, NY 11554

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

CERTIFICATE HOLDER: **Nassau County OFCS & Institutions/Correctional Ctr**

Physicians' Reciprocal Insurers has issued a professional liability policy to: Craig H Rosenberg, MD

1. POLICY NUMBER: 31362-01-00
2. LIMITS: $1,300,000 PER CLAIM $3,900,000 ANNUAL AGGREGATE
3. POLICY TYPE: Occurrence
4. SPECIALTY: Physical Medicine & Rehabilitation class PHY103
5. POLICY PERIOD: 06/30/2017 - 06/30/2018
6. INSURED AND MAILING ADDRESS:
   Craig H Rosenberg, MD
   P.O. Box 230
   Islip, NY 11751

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

CANCELLATION: The Exchange will endeavor to notify the certificate holder of a material reduction in coverage, termination of coverage or failure to renew within 30 days of any such change, but failure to give such notice shall impose no obligation or liability upon the company or the undersigned.

William E. Martin

Director of Underwriting

May 17, 2017

DATE

COPY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2017

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

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

PRODUCER
Hub International Northeast Ltd.
100 Sunnyside Boulevard
Woodbury NY 11797

CONTACT NAME: James Schoenleber
PHONE (A/C, No, Ext): 516-417-5812 FAX (A/C, No): 917-934-5446
E-MAIL ADDRESS: James.Schoenleber@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Insurance Company of	19046
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED REHAMED-01
Rehabilitation Medicine Associates, P.C.
[redacted]

COVERAGES CERTIFICATE NUMBER: 1886044543 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			680157R5799	7/9/2017	7/9/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			680157R5799	7/9/2017	7/9/2018	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

CERTIFICATE HOLDER

Nassau County
Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY 11554

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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