



E-29-18

NIFS ID:CLSS18000015 Department: Social Services**Capital:**

SERVICE: Process Service

Contract ID #:CQSS17000001

NIFS Entry Date: 19-DEC-17

Term: from 01-JAN-18 to 31-DEC-21

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

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

Vendor Info:	
Name: One World Judicial Services, Inc.	Vendor ID#:
Address: 172 Brook Ave. Ste. A Deer Park, NY 11729	Contact Person: Sue Cortina
	Phone: 631 667-8260

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

Department	NIFS Entry: X	08-DEC-17 -- MKANOWITZ
Department	NIFS Approval: X	21-DEC-17 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	22-DEC-17 -- RDALLEVA
County Atty.	Insurance Verification: X	21-DEC-17 -- AAMATO
County Atty.	Approval to Form: X	21-DEC-17 -- DGREGWARE
Dep. CE	Approval: X	27-FEB-18 -- KROSE-LOUDER

Leg. Affairs	Approval/Review: X	16-JAN-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: We are mandated to provide these services -US Social Security Act (SSA) of 1935, Title IV-D; 45 CFR Parts 302-307; NYS Social Services Law, Title 6A&B; 18 NYCRR 346-347. Contractor shall provide the Department of Social Services with process server service in connection with paternity, local support & Uniform Interstate Family Support Act proceedings, and any other papers required to be served in matters involving the Nassau County Department of Social Services. (Amendment to renew contract for a four year period under the original terms of the contract)
Method of Procurement: RFP #SS0801-1627. One World Judicial Services, Inc. was the low cost proposal. The proposal was found to be fully responsive. And the proposer was found have successful experience with OCSE and Article 81 documents.
Procurement History: This is the first time DSS is using this vendor.
Description of General Provisions: The Contractor shall provide the Department with personal service of summonses in connection with paternity, local support and Uniform Interstate Family Support Act, and Abuse and Neglect proceedings. The Contractor shall also provide the Department with personal service of summons and complaints, in connection with proceedings in Supreme Court and Surrogates Court, the Request for Preliminary Conference, subpoenas, and Orders to Show Cause, Petition, and any other legal documents upon the Alleged Incapacitated Person, in proceedings brought under Article 81 of the Mental Health Law for appointment of a Guardian and any other papers required to be served in matters involving the Nassau County Department of Social Services.
Impact on Funding / Price Analysis: Federal 66% State 0% County 34% Line 3 Federal 33% State 33% County 34% Line 4
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	28/32	Revenue				\$ 0.00
Resp:	2800/3200	Contract:				\$ 0.00
Object:	DE511	County	\$ 34,000.00	3	SSGEN2800/DE511	\$ 90,000.00
Transaction:	CQ	Federal	\$ 62,700.00	4	SSGEN3200/DE511	\$ 10,000.00
Project #:		State	\$ 3,300.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 100,000.00		TOTAL	\$ 100,000.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** One World Judicial Services, Inc.

2. **Dollar amount requiring NIFA approval:** \$100000

Amount to be encumbered: \$100000

This is a Amendment

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

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

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

3. **Contract Term:** 01/01/2018 to 12/31/2021

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 6633
Other		State % 33
		County % 3434

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:**

We are mandated to provide these services -US Social Security Act (SSA) of 1935, Title IV-D; 45 CFR Parts 302-307; NYS Social Services Law, Title 6A&B; 18 NYCRR 346-347. Contractor shall provide the Department of Social Services with process server service in connection with paternity, local support & Uniform Interstate Family Support Act proceedings, and any other papers required to be served in matters involving the Nassau County Department of Social Services. (Amendment to renew contract for a four year period under the original terms of the contract)

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

Nassau County Attorney as to form

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
CQHS17000046	11-JUL-17	370301

AUTHORIZATION

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

RDALLEVA

22-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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL
SERVICES, AND ONE WORLD JUDICIAL SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with One World Judicial Services, Inc. to provide service of legal process services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with One World Judicial Services, Inc.

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: One World Judicial Services, Inc.

CONTRACTOR ADDRESS: 172 Brook Ave., Suite A, Deer Park, NY 11729

FEDERAL TAX ID #: 113514845

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 MAY 15, 2017 [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 AN RFP WAS ISSUED

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

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

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

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

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

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

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

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

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

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

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

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

12-6-17
Date

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

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



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.

Dated: 12/20/2017

Vendor: ONE WORLD JUDICIAL SERVICES INC,

Signed:

Print Name:

SUSAN CORTINA

Title:

PRESIDENT

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name SUSAN CORTINA
Date of birth 08 / 16 / 1968
Home address —
City/state/zip —
Business address 172-A BROOK AVENUE
City/state/zip DEER PARK NY 11729
Telephone 631 6678260
Other present address(es) NONE
City/state/zip —
Telephone —
List of other addresses and telephone numbers attached —
2. Positions held in submitting business and starting date of each (check all applicable)
President 9 / 7 / 99 Treasurer 9 / 7 / 99
Chairman of Board 9 / 7 / 99 Shareholder 9 / 7 / 99
Chief Exec. Officer 9 / 7 / 99 Secretary 9 / 7 / 99
Chief Financial Officer 9 / 7 / 99 Partner 9 / 7 / 99
Vice President 9 / 7 / 99 — / — / —
(Other) —
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. I AM OWNER - 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. **SEE ATTACHED**
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.

We are answering yes in an abundance of caution, (1) consensually agreed to pay a fine, which was not imposed on One World Judicial Services Inc, (2) which were not part of any formal proceeding, and (3) the agreement centered on record-keeping issues that only apply in the City of New York.

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

FILED 27 '16 12:46PM

RECD BY LEGAL

DEPARTMENT OF CONSUMER AFFAIRS,

CONSENT ORDER

NYC DCH

Complainant,

-against-

Violation No. 05401660

ONE WORLD JUDICIAL SERVICES, INC.,

License No. 1310235

Respondent.

(Process Serving Agency)

1. One World Judicial Services, Inc. ("Respondent") enters into this Consent Order ("CO") with the New York City Department of Consumer Affairs ("DCA" or "the Department") to resolve allegations and/or charges that Respondent violated sections 2-234a(b), 2-233(c)(1)(ii), and 2-233b of Title 6 of the Rules of the City of New York ("6 RCNY" or the "Rules"), and waives any right to a hearing, appeal of or challenge of the allegations, facts or charges alleged by the Department in any forum.
2. The acceptance of this Consent Order by the Department shall not be deemed approval by the Department of any of Respondent's business practices, and Respondent shall make no representations to the contrary. In addition, nothing in this Consent Order shall be construed to limit in any way the authority of the Department to exercise its regulatory or enforcement powers under Sections 20-104 or 20-109 of the Administrative Code of the City of New York (the "Code").
3. This Consent Order shall constitute an Order of the Commissioner pursuant to Code §§ 20-104, 20-409(a) and shall apply to Respondent and all directors, officers, employees, agents, assignees, successors, subsidiaries, affiliates, or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondent. In addition, Respondent shall continue to be bound by the terms of prior Consent Orders it entered into with the Department. To the extent that there is a conflict between this Consent Order and a prior Consent Order, the terms of this Consent Order shall apply.

INJUNCTIVE RELIEF

4. Respondent shall not assign, distribute, or deliver process for service in New York City to any individual process server that does not maintain an active DCA process server license.
5. Respondent shall ensure that its process servers serve process in compliance with all laws, rules, regulations and requirements of the federal, state and municipal authorities pertaining to process servers and the service of process, including Code §§ 20-403 through 20-410 and 6 RCNY §§ 2-233 through 2-238.
6. Respondent shall ensure that no process server to whom it has assigned, distributed or delivered process to be served in New York City signs an affidavit of service unless the process server created a Global Positioning System Record ("GPS record") for the service, as required by 6 RCNY § 2-233b.

7. Respondent shall, in accordance with 6 RCNY § 2-234a(b), develop and implement policies and procedures to ensure that individual process servers to whom it assigns, distributes or delivers process for service in New York City act with integrity and honesty, and comply with the recordkeeping requirements applicable to process servers and any applicable Consent Orders. Such policies and procedures shall be memorialized in a written Compliance Plan.

Monthly Record Reviews

8. At least once each month, Respondent shall review the records of each individual process server to whom it assigns or distributes process for service in New York City for completeness and accuracy, including records that each process server maintains pursuant to 6 RCNY § 2-233 ("log book records"), 6 RCNY § 2-233a ("233a records"), and 6 RCNY § 2-233b ("GPS records").
9. Respondent shall prepare a monthly report of its review of the records maintained pursuant to 6 RCNY §§ 2-233, 2-233a, 2-233b by each individual process server to whom it assigns or distributes process using the "Monthly Compliance Report" available on the DCA Process Server Website (nyc.gov/ProcessServers). Respondent shall submit its Monthly Compliance Reports to the Department on a monthly basis for six months, to Process_Server@dca.nyc.gov, with the subject line "Monthly Compliance Reports," thereafter continuing to prepare the reports in compliance with this paragraph.
10. Respondent shall answer each and every question contained in the Monthly Compliance Report, truthfully, accurately and completely. This shall include identifying all record entries that are non-compliant. Respondent shall maintain its Monthly Compliance Reports as Microsoft Excel files for at least seven (7) years.

Disciplinary Actions

11. Respondent shall report to the Department in writing the name and license number of each individual licensed process server who does not comply with the rules or laws governing process servers within ten (10) days of learning of such non-compliance using the current "Disciplinary Actions and Noncompliance Report." This includes reporting any failure to comply with the requirements of 6 RCNY § 2-233 (concerning bound logbooks), the requirements of 6 RCNY § 2-233a (concerning electronic logbooks), the requirements of 6 RCNY § 2-233b (concerning GPS), the requirements of 6 RCNY § 2-235 (concerning affidavits of service), the requirements of 6 RCNY § 2-236 (concerning traverse hearings). The report to the Department shall be sent via e-mail to Process_Server@dca.nyc.gov in Microsoft Excel format.

FINES

12. Respondent shall pay a fine of \$5,000 in settlement of all the violations to date in the above-referenced matter by bank cashier's check or money order payable to "NYC Department of Consumer Affairs." Payment is due upon execution of this Consent Order.

MISCELLANEOUS

13. If the Department conducts a training on process server laws/regulations in the future and requests in writing that Respondent attend such training, an employee of Respondent with management responsibility shall attend the training, on a date and time set forth by the Department.

14. Upon request from the Department, Respondent shall produce, within fourteen (14) days, any records that it is required to maintain pursuant to this Consent Order, the Code, or the Rules.
15. This Consent Order contains the entire agreement of the parties with respect to the subject matter of the Consent Order. This Consent Order supersedes any understandings or negotiations, whether written or oral, between the parties, and it can only be amended through a written document formally executed by all parties. The Respondent agrees and affirms that it has read and understands this Consent Order, it accurately states the agreement between itself and with the Department, and it enters into and is bound by the terms and conditions stated herein.

EFFECTIVE DATE

16. This Consent Order shall be effective as of August 1, 2016.

BREACH OF THIS CONSENT ORDER

17. Respondent's failure to produce any of the documents required by this Consent Order, the Code, or the Rules shall constitute prima facie evidence that Respondent has failed to maintain those records and is not in compliance with the underlying terms of the Consent Order, law, or rule for which such documents are required to be maintained. Specific violations of this Consent Order shall, in addition to a breach of this Consent Order, constitute independent and separate violations of any applicable law, regulation or rule. Nothing in this Consent Order shall prevent or otherwise affect the Department's authority to seek any and all available remedies for a breach of this Consent Order, or for a violation of a law or rule, as permitted by the New York City Charter, the Code, or the Rules, including the Department's authority to deny a license application or license renewal application without a hearing.

Agreed to by One World Judicial Services, Inc.

By:



Signature

Date
7/25/2017

Accepted for the Department of Consumer Affairs

By:

Diana DiDonenico

Title: Legal Operations Coordinator



Signature


4/27/16
Date

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, SUSAN CORTINA, 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 20 day of DECEMBER 2017



Notary Public

JENNIFER SIMMONS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01918332918
Qualified in Suffolk County
My Commission Expires 11-08-2019

ONE WORLD JUDICIAL SERVICES, INC.
Name of submitting business

SUSAN CORTINA
Print name


Signature

PRESIDENT
Title

12 / 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: 12/20/2017

- 1) Proposer's Legal Name: ONE WORLD JUDICIAL SERVICES INC.,
2) Address of Place of Business: 172-A BROOK AVENUE, DEER PARK NY 11729

List all other business addresses used within last five years:

3) Mailing Address (if different): PO BOX 776, DEER PARK NY 11729

Phone: 6316678260

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 11-3514845

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

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

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

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

- 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. PLEASE SEE ATTACHED

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.

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, THE COUNTY WILL BE CONTACTED AND BE GUIDED ACCORDINGLY

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

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

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

B. Indicate number of years in business.

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

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

Company SUFFOLK COUNTY DEPT. OF CHILD PROTECTIVE SERVICE

Contact Person LISA D'AMATO

Address 3455 VETERANS MEMORIAL HWY., 3RD FLR

City/State RONKONKOMA NY 11779

Telephone 631-854-9152

Fax # 631-854-9300

E-Mail Address LISA.DAMATO@DEA.STATE.NY.US

Company FERRO, KUBA, MANGANO, SKLYAR PC
Contact Person WILLIAM FERRO
Address 825 VETERANS MEMORIAL HIGHWAY
City/State HAUPPAUGE NY 11788
Telephone 631-581-9494
Fax # _____
E-Mail Address WFERRO@FERROKUBA.COM

Company THE LEGAL AID SOCIETY
Contact Person AIDA RAMOS
Address 199 WATER STREET
City/State NEW YORK NY 10038
Telephone 212-577-3378
Fax # _____
E-Mail Address ARAMOSC.LEGAL-AID.ORG

Business History Form- Appendix D

Ai) Date of Formation: 9/07/1999

Aii) Position of Person having financial interest:

Susan Cortina
172 Brook Avenue suite A
Deer Park NY 11729

Aiii) Susan Cortina, President
172 Brook Avenue, suite A
Deer Park NY 11729

Aiv) Incorporated in New York State

Av) 6 employees

Avi) Annual Revenue
\$800,000 - \$1,500,000

Aii) One World Judicial Services Inc (OWJS) is a full service process serving/court service agency that has over 30 years combined experience. OWJS is fully licensed and insured. With our advanced technology, we provide a date and time stamped GPS encoded photo on every attempt and service made. Our clients are able to retrieve and view not only these photos but affidavits as well with our secured website that clients can access 24 hour using their provided user name and password. Upon each completion of a serve or a non- served job, our client will receive an automatic email, usually within 24 hours of service, which will provide details of a particular service. OWJS has over 15 servers that are well versed in the rules of governing process between Nassau, Suffolk and the five boroughs, including Westchester. OWJS employs a diligent office staff of 6. There is 1 runner that provides court filings, client pick-ups, client drop-offs on a daily basis. OWJS has affiliates Statewide and Nationwide that are used on a consistent basis. OWJS are members of numerous nationwide process serving associations which allows us to use numerous servers in a particular venue. We take into consideration litigation procedures and consequences; therefore we strive for personal in hand service whenever possible. Every case is handled with care and efficiency that guarantees due diligence. OWJS specializes in service of process and litigation support covering the following areas: personal injury, matrimonial, real estate, workers compensation, estate planning and administration, family court petitions and orders, subpoenas, order to show cause, summons, Mental Health Law and more. OWJS has multiple private clients locally, statewide and nationally. OWJS has multiple public sector clients as well. OWJS has been the contractor to Suffolk County since 2013 for the Economic and Development Division, as well as for The Suffolk County Attorney Department of Law, The Suffolk County Department of Child Protective Services, The Suffolk County Department of Health and Mental Hygiene, The Suffolk County Child Support Enforcement Bureau. OWJS has also been awarded the Contract with The Attorney General for the State of New York and recently with Nassau County

Department of Social Services. Other clients include, The Legal Aid Society in the five Boroughs and New York State Department of Health Division of Legal Affairs Bureau of Professional Medical Conduct.

B. 18 Years in Business

Consumer Affairs Process Serving Agency License

Business Name:

ONE WORLD JUDICIAL SERVICES, INC.

DBA/Trade Name:

Business Address:

172 BROOK AVE STE A

DEER PARK, NY 11729-7243

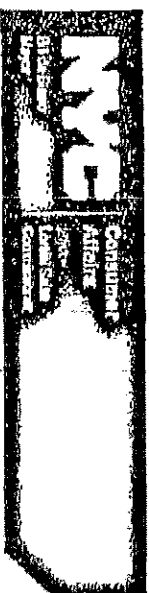
License Number: 1310235-DCA

Issued: 07/22/2016 Expires: 02/28/2018



4217 2017 02-004

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004



To file a complaint about this
business, contact 311 or go
to nyc.gov/consumers

Consumer Affairs Process Serving Agency License

Business Name:

ONE WORLD JUDICIAL SERVICES, INC.

DBA/Trade Name:

Business Address:

172 BROOK AVE STE A
DEER PARK, NY 11729-7243

License Number: 1310235-DCA

Issued: 02/14/2018 **Expires:** 02/28/2020



1927-2018-RP80

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004



To file a complaint about this
business, contact 311 or go
to nyc.gov/consumers

We are answering yes in an abundance of caution, (1) consensually agreed to pay a fine, which was not imposed on One World Judicial Services Inc, (2) which were not part of any formal proceeding, and (3) the agreement centered on record-keeping issues that only apply in the City of New York.

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

7/1/27 '16 12:46PM

RECD BY LEGAL

DEPARTMENT OF CONSUMER AFFAIRS,

CONSENT ORDER

NYC DCA

Complainant,

-against-

Violation No. 05401660

ONE WORLD JUDICIAL SERVICES, INC.,

License No. 1310235

Respondent.

(Process Serving Agency)

1. One World Judicial Services, Inc. ("Respondent") enters into this Consent Order ("CO") with the New York City Department of Consumer Affairs ("DCA" or "the Department") to resolve allegations and/or charges that Respondent violated sections 2-234a(b), 2-233(c)(1)(ii), and 2-233b of Title 6 of the Rules of the City of New York ("6 RCNY" or the "Rules"), and waives any right to a hearing, appeal of or challenge of the allegations, facts or charges alleged by the Department in any forum.
2. The acceptance of this Consent Order by the Department shall not be deemed approval by the Department of any of Respondent's business practices, and Respondent shall make no representations to the contrary. In addition, nothing in this Consent Order shall be construed to limit in any way the authority of the Department to exercise its regulatory or enforcement powers under Sections 20-104 or 20-409 of the Administrative Code of the City of New York (the "Code").
3. This Consent Order shall constitute an Order of the Commissioner pursuant to Code §§ 20-104, 20-409(a) and shall apply to Respondent and all directors, officers, employees, agents, assignees, successors, subsidiaries, affiliates, or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondent. In addition, Respondent shall continue to be bound by the terms of prior Consent Orders it entered into with the Department. To the extent that there is a conflict between this Consent Order and a prior Consent Order, the terms of this Consent Order shall apply.

INJUNCTIVE RELIEF

4. Respondent shall not assign, distribute, or deliver process for service in New York City to any individual process server that does not maintain an active DCA process server license.
5. Respondent shall ensure that its process servers serve process in compliance with all laws, rules, regulations and requirements of the federal, state and municipal authorities pertaining to process servers and the service of process, including Code §§ 20-403 through 20-410 and 6 RCNY §§ 2-233 through 2-238.
6. Respondent shall ensure that no process server to whom it has assigned, distributed or delivered process to be served in New York City signs an affidavit of service unless the process server created a Global Positioning System Record ("GPS record") for the service, as required by 6 RCNY § 2-233b.

7. Respondent shall, in accordance with 6 RCNY § 2-234a(b), develop and implement policies and procedures to ensure that individual process servers to whom it assigns, distributes or delivers process for service in New York City act with integrity and honesty, and comply with the recordkeeping requirements applicable to process servers and any applicable Consent Orders. Such policies and procedures shall be memorialized in a written Compliance Plan.

Monthly Record Reviews

8. At least once each month, Respondent shall review the records of each individual process server to whom it assigns or distributes process for service in New York City for completeness and accuracy, including records that each process server maintains pursuant to 6 RCNY § 2-233 ("log book records"), 6 RCNY § 2-233a ("233a records"), and 6 RCNY § 2-233b ("GPS records").
9. Respondent shall prepare a monthly report of its review of the records maintained pursuant to 6 RCNY §§ 2-233, 2-233a, 2-233b by each individual process server to whom it assigns or distributes process using the "Monthly Compliance Report" available on the DCA Process Server Website (nyc.gov/ProcessServers). Respondent shall submit its Monthly Compliance Reports to the Department on a monthly basis for six months, to Process_Server@dca.nyc.gov, with the subject line "Monthly Compliance Reports," thereafter continuing to prepare the reports in compliance with this paragraph.
10. Respondent shall answer each and every question contained in the Monthly Compliance Report, truthfully, accurately and completely. This shall include identifying all record entries that are non-compliant. Respondent shall maintain its Monthly Compliance Reports as Microsoft Excel files for at least seven (7) years.

Disciplinary Actions

11. Respondent shall report to the Department in writing the name and license number of each individual licensed process server who does not comply with the rules or laws governing process servers within ten (10) days of learning of such non-compliance using the current "Disciplinary Actions and Noncompliance Report." This includes reporting any failure to comply with the requirements of 6 RCNY § 2-233 (concerning bound logbooks), the requirements of 6 RCNY § 2-233a (concerning electronic logbooks), the requirements of 6 RCNY § 2-233b (concerning GPS), the requirements of 6 RCNY § 2-235 (concerning affidavits of service), the requirements of 6 RCNY § 2-236 (concerning traverse hearings). The report to the Department shall be sent via e-mail to Process_Server@dca.nyc.gov in Microsoft Excel format.

FINES

12. Respondent shall pay a fine of \$5,000 in settlement of all the violations to date in the above-referenced matter by bank cashier's check or money order payable to "NYC Department of Consumer Affairs." Payment is due upon execution of this Consent Order.

MISCELLANEOUS

13. If the Department conducts a training on process server laws/regulations in the future and requests in writing that Respondent attend such training, an employee of Respondent with management responsibility shall attend the training, on a date and time set forth by the Department.

14. Upon request from the Department, Respondent shall produce, within fourteen (14) days, any records that it is required to maintain pursuant to this Consent Order, the Code, or the Rules.
15. This Consent Order contains the entire agreement of the parties with respect to the subject matter of the Consent Order. This Consent Order supersedes any understandings or negotiations, whether written or oral, between the parties, and it can only be amended through a written document formally executed by all parties. The Respondent agrees and affirms that it has read and understands this Consent Order, it accurately states the agreement between itself and with the Department, and it enters into and is bound by the terms and conditions stated herein.

EFFECTIVE DATE


16. This Consent Order shall be effective as of August 1, 2016.

BREACH OF THIS CONSENT ORDER

17. Respondent's failure to produce any of the documents required by this Consent Order, the Code, or the Rules shall constitute prima facie evidence that Respondent has failed to maintain those records and is not in compliance with the underlying terms of the Consent Order, law, or rule for which such documents are required to be maintained. Specific violations of this Consent Order shall, in addition to a breach of this Consent Order, constitute independent and separate violations of any applicable law, regulation or rule. Nothing in this Consent Order shall prevent or otherwise affect the Department's authority to seek any and all available remedies for a breach of this Consent Order, or for a violation of a law or rule, as permitted by the New York City Charter, the Code, or the Rules, including the Department's authority to deny a license application or license renewal application without a hearing.

Agreed to by One World Judicial Services, Inc.

By:



Signature

Date

7/25/2017

Accepted for the Department of Consumer Affairs

By: Diana Dibonkenico

Title: Legal Operations Coordinator



Signature

4/27/16

Date

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, SUSAN CORTINA, 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 20 day of DECEMBER 2017

Notary Public

JENNIFER SIMMONS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01516332018
Qualified in Suffolk County
My Commission Expires 11-09-2019

Name of submitting business: ONE WORLD JUDICIAL SERVICES INC,

By:

SUSAN CORTINA
Print name

Signature

PRESIDENT
Title

12, 20, 2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity: ONE WORLD JUDICIAL SERVICES, INC.,

Address: 172 A BROOK AVENUE

City, State and Zip Code: DEER PARK NY 11729

2. Entity's Vendor Identification Number: 11-3514845

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ S. 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):

SUSAN CORTINA
172A BROOK AVE., DEER PARK NY 11729

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:

SUSAN CORTINA
172A BROOK AVE, DEER PARK NY 11729

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: 12/20/2017

Signed:

Print Name:

SUSAN CORTINA

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.

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2018, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and One World Judicial Services, Inc, a corporation established under the laws of the State of New York, having its principal office at 172 Brook Avenue, Suite A, Deer Park, New York, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS17000001 between the County and the Contractor, executed on behalf of the County on May 15, 2017 (the "Original Agreement"), the Contractor provides service of legal process services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of this Agreement is from January 1, 2017 through December 31, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement, with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Thousand Dollars and 00/100 (\$100,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for four (4) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2021.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Thousand Dollars and 00/100 (\$400,000.00), payable for Services rendered during the renewal term, the period January 1, 2018 through December 31, 2021, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Five Hundred Thousand Dollars and 00/100 (\$500,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the

term of this Amended Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00), payable for services rendered during the first year of the renewal term, the period January 1, 2018 through December 31, 2018. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ONE WORLD JUDICIAL SERVICES, INC.



By: _____
Name: SUSAN CORTINA
Title: PRESIDENT
Date: 11-7-2017

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

136125

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

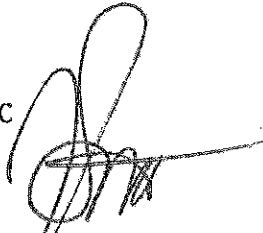
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~
SUFFOLK

On the 7 day of NOVEMBER in the year 2017 before me personally came SUSAN CORTINA 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 ONE WORLD JUDICIAL SERVICES INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



JENNIFER SIMMONS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01516332918
Qualified in Suffolk County
My Commission Expires 11-09-2019

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

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

This certification is required by the regulations implementing Executive Order 12649, Debarment and Suspension, 28 CFR Part 67, Section 67.610, Participants' responsibilities. The regulations were published as Part VII of the May 20, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

SUSAN CORTINA PRESIDENT

12-20-2017

Name and Title of Authorized Representative

m/d/yy

Signature

12-20-2017

Date

ONE WORLD JUDICIAL SERVICES INC.

Name of Organization

172-A BROOK AVENUE, DEER PARK NY 11729

Address of Organization

Instructions for Certification

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



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

Contractor Evaluation Form

Contract Number:

Contract Name: ONE WORLD JUDICIAL SERVICES

Service Provided: SERVICE OF PROCESS

Evaluation Period: From: January 1, 2017 To: October 31, 2017

Evaluator's Name, Title, Phone #: RHONDA ULLRICH

Date: October 24, 2017

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

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

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

Do you recommend the contractor for future contracts? Yes No

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



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

November 2, 2017

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Re. – Contract: One World Judicial Services, Inc.
Service of Legal Process Services Renewal 2018-2021

Dear Mr. Tuifel:

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

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

Sincerely,


Michael A. Kanowitz
Quality Management, Research and Planning

cc: Christopher Fusco, Director-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURES
13792
136127

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

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

Date: December 21, 2017

Subject: ONE WORLD TUTORIAL SERVICES, INC.
Services 2018

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

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated 11/2, 2017, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

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

Att.
10099
136470



Contract ID#: CQSS17000001



Department: Social Services

E-23-17

Contract Details

SERVICE Process Server Services

NIFS ID #: CQSS17000001

NIFS Entry Date: 12/20/16 Term: from 01/01/17_ to 12/31/17

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name One World Judicial Services, Inc.	Vendor ID# 113514845
Address 172 Brook Avenue, Suite A Deer Park, NY 11729	Contact Person Sue Cortina Email sc@oneworldjudicial.com Phone 631 667-8260 Fax

County Department
Department Contact Michael Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 12/21/16	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 1/11/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/12/17	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 1/12/17	<i>[Signature]</i>	
1/13/17	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 1/17/17	<i>[Signature]</i>	
1/26/17	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 1/26/17	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 1/18/17	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 4/28/17	<i>[Signature]</i>	
1/26/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 1/26/17	<i>[Signature]</i>	

Contract Summary

Description Process Server Services



Purpose: We are mandated to provide these services -US Social Security Act (SSA) of 1935, Title IV-D; 45 CFR Parts 302-307; NYS Social Services Law, Title 6A&B; 18 NYCRR 346-347. Contractor shall provide the Department of Social Services with process server service in connection with paternity, local support & Uniform Interstate Family Support Act proceedings, and any other papers required to be served in matters involving the Nassau County Department of Social Services. (*New contract*)

Method of Procurement: RFP #SS0801-1627. One World Judicial Services, Inc. was the low cost proposal. The proposal was found to be fully responsive. And the proposer was found have successful experience with OCSE and Article 81 documents.

Procurement History: This is the first time DSS is using this vendor.

Description of General Provisions: The Contractor shall provide the Department with personal service of summonses in connection with paternity, local support and Uniform Interstate Family Support Act, and Abuse and Neglect proceedings. The Contractor shall also provide the Department with personal service of summons and complaints, in connection with proceedings in Supreme Court and Surrogates Court, the Request for Preliminary Conference, subpoenas, and Orders to Show Cause, Petition, and any other legal documents upon the Alleged Incapacitated Person, in proceedings brought under Article 81 of the Mental Health Law for appointment of a Guardian and any other papers required to be served in matters involving the Nassau County Department of Social Services.

Impact on Funding / Price Analysis: Federal 66% State 0% County 34% Line 1
Federal 33% State 33% County 34% Line 2

Change in Contract from Prior Procurement: Same

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	2832
Resp:	2800/ 3200
Object:	DE511
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 34,000.00
Federal	\$ 62,700.00
State	\$ 3,300.00
Capital	\$
Other	\$
TOTAL	\$ 100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE511/SSGEN2800	\$90,000.00
2	DE511/SSGEN3200	\$10,000.00
3		\$
4	<i>Q. Berto 1/12/17</i>	\$
5		\$
6		\$
TOTAL		\$100,000.00

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name <i>Michael A. Cohen</i>	Name <i>James H. ...</i>	Date <i>1/26/17</i>
Date <i>4/28/2017</i>	Date <i>4/28/17</i>	(For Office Use Only)
131343		E #:

THIS AGREEMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) ~~One World Judicial Services, Inc., a duly licensed Corporation by the State of New York~~ located at 172 Brook Avenue, Suite A, Deer Park, NY 11729 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS this Agreement is the most cost effective way of providing the services described in this Agreement and the cost is reasonable and necessary to assure the quality of services; and

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

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

1. Term. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed, at the discretion of the County, for four (4) additional one (1) year terms, subject to County Legislature Rules Committee approval.

2. Services.

(a) The Contractor shall provide the Department with personal service of summonses in connection with paternity, local support and Uniform Interstate Family Support Act, and Abuse and Neglect proceedings. The Contractor shall also provide the Department with personal service of summons and complaints, in connection with proceedings in Supreme Court and Surrogates Court, the Request for Preliminary Conference, subpoenas, and Orders to Show Cause, Petition, and any other legal documents upon the Alleged Incapacitated Person (AIP) in proceedings brought under Article 81 of the Mental Health Law for appointment of a Guardian and any other papers required to be served in matters involving the Nassau County Department of Social Services.

(i) The Contractor is not responsible to serve Family Court petitions when the party to be served resides in Nassau County.

(b) The Contractor agrees to provide personal service of summonses and subpoenas in accordance with the requirement of Family Court Act, Article 4, Section 427 and Article 5,

Section 525. The Department will meet the conditions set forth in Section 154 of the Family Court Act, and the Contractor shall meet the conditions set forth in Section 313 of the Civil Practice Laws and Rules and the Contractor shall meet the conditions set forth in Sections 307(1) and 307(3) of the Surrogates Court Procedure Act.

(c) The Contractor shall adhere to the following number of days between the times the contractor picks up the paper until the paper should be served:

1. For Administrative Subpoenas, two (2) weeks.
2. For other legal papers, from next day to two (2) weeks.
3. Note that service of the Order to Show Cause, Petition, and any other legal documents upon the AIP, in a proceeding brought under Article 81 of the Mental Health Law, must be served on the AIP at least 14 days prior to the return date.

(d) Papers, including but not limited to paternity petitions, support petitions, violation petitions, modification petitions and subpoenas to be served will be picked up and signed for by the contractor at the Nassau County Family Court, Support Department - 3rd Floor, Room 308, 1200 Old County Road, Westbury, NY, three (3) times a week on Monday, Wednesday and Friday mornings no later than 10:00 a.m. If Monday is a legal holiday, then the contractor will pick up the papers to be served on Tuesday. DSS and the contractor, upon mutual consent and agreement, may vary the days and times that papers are to be picked up. Other legal papers to be served will be picked up and signed for by the contractor at the DSS Legal Unit located at 60 Charles Lindbergh Boulevard, Uniondale, NY on an as needed basis. The contractor will be notified by telephone when a pick-up is required (average of once a week).

(e) Papers relating to administrative subpoenas, prepared by the Department's Support Collection Unit (SCU), shall be faxed or e-mailed to the Contractor for service.

(f) Service of a summons and petition will in all instances be personal, unless otherwise directed by court order, at least eight (8) days prior to the date specified in the summons. Personal service will be as follows:

1. By delivering the summons and petition to the person to be served; or
2. By delivering the summons and petition to a person of suitable age and discretion at the actual place of business, dwelling place or usual place of abode of the person to be served, at his or her last known residence, or by mailing the summons by first class mail to the person to be served at his or her actual place of business, in an envelope bearing the legend "personal and confidential", and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an action against the person to be served, such delivery and mailing to be effected within twenty (20) days of each other; proof of such service shall be filed with the clerk of the court designated in the summons within twenty

days of either such delivery or mailing, whichever is effected later; service shall be complete ten days after such filing; proof of service shall identify such person of suitable age and discretion and state the date, time and place of service; or

3. Where service under 1. and 2. cannot be made with due diligence, by affixing the summons to the door of either the actual place of business, dwelling place or usual place of abode, within the state of the person to be served, and by either mailing the summons to such person at his or her last known residence or by mailing the summons by first class mail to the person to be served at his or her actual place of business in an envelope, bearing the legend "personal and confidential," and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an action against the person to be served, such affixing and mailing to be effected within twenty (20) days of each other; proof of such service shall be filed with the clerk of the court designated in the summons within twenty days of either such delivery or mailing, whichever is effected later; service shall be complete ten days after such filing; proof of service shall identify such person of suitable age and discretion and state the date, time and place of service.

(i) Service of the Order to Show Cause, Petition, and any other legal documents upon the AIP, in a proceeding brought under Article 81 of the Mental Health Law for appointment of a guardian, will only be performed using method number 1. above. Such service must be served on the AIP at least 14 days prior to the return date.

(ii) Service of an Administrative Subpoena prepared by the Department's SCU will in all instances be personal, and effected in as expedient a manner as feasible.

(iii) Service of citations in Surrogate Court matters shall ideally be completed thirty days prior to the return date on the citation, or as otherwise directed. Service of papers in Surrogates Court proceedings shall in all instances be personal unless otherwise directed by the Surrogates Court.

(g) Affidavits of Service are required, for all papers for which service is sought, whether or not service of process is legally effectuated. Attempted service will be defined as a minimum of three (3) attempts at personal service of such nature as to establish due diligence, as is required by law, to justify substituted service. Due diligence will be defined as no less than three (3) attempts at service made on three (3) different dates at three (3) different times, with at least one attempt in the morning, one attempt after 5:30 p.m., and one attempt on a Saturday. A copy of the summons and petition must be attached to the affidavit.

(i) Affidavits of Service or attempted service of a summons and petition (including a copy of the summons and petition attached to the affidavit) will be hand delivered to the Nassau County Family Court, Support Department - 3rd Floor, Room 308, 1200 Old Country Road, Westbury, NY, as soon as possible but at least five (5) days prior to the date specified in the summons. A copy of the Affidavits of Service or attempted service will also be sent to the Department's SCU along with the monthly bill.

(ii) Affidavits of Service or attempted service of an Administrative Subpoena prepared by the Department's SCU will be faxed or e-mailed to the SCU Attorney at email Ellen.Abberbock@hhsnassaucountyny.us or fax number (516) 227-8434.

(iii) Affidavits of Service or attempted service of papers served on behalf of the DSS Legal Unit will be faxed or e-mailed to the DSS Legal Unit as directed at the time the papers are received for service.

(iv) Affidavits of Service in Surrogate Court matters shall be filed by the process server at the Surrogate Court located at 262 Old Country Road, 3rd Floor, Mineola, NY 11501, or as otherwise directed by the County in matters involving a surrogate court in another County.

(a) In matters where service is complete, and after filing the original with the Surrogate's Court, contractor shall fax the affidavit to Director of Legal Services, at (516) 227-7888 and Heather Griffin, Supervisor of the Division of Liens and Recovery, at (516) 227-8487 or Heather.Griffin@hhsnassaucountyny.us

(b) The Surrogate Court only allows for personal service of a citation upon an administrator or executor, meaning that such service must be made in hand to the identified individual, unless otherwise directed. In matters where the administrator or executor cannot be personally served, the contractor must describe at least three attempts at personal service, including the date and time of the attempts, and why attempts were unsuccessful. These efforts must be described with particularity in the Affidavit of Service. Service of process must be made personally upon the administrator or executor, and no form substitute service is acceptable, including service upon a person "of suitable age and discretion." Service other than personal service upon the administrator or executor is only permissible in instances where an Order of the Court or the specific instructions of the County and its representatives allows for it.

(c) In matters where the administrator or executor could not be personally served, the Contractor shall file the original affidavit with the Surrogate Court, and transmit a true copy to Director of Legal Services, at (516) 227-7888 and Heather Griffin, Supervisor of the Division of Liens and Recovery, at (516) 227-8487 or Heather.Griffin@hhsnassaucountyny.us.

(h) Addresses are supplied without guarantee as to accuracy. Accordingly, prior to attempting service, reasonable and diligent efforts must be used to ascertain the correct address of the include but not be limited to: comparing the address on the summons with the address on the petition; verifying the existence of the address in Cole's or a similar directory; inquiring with neighbors, and so forth. When both residential and business addresses are given, attempts at service at these locations will be billed as one service fee.

(i) All out-of-pocket and travel expenses incurred by the contractor, such as mileage and tolls, will be borne by the contractor.

(j) Timeliness is essential in all aspects of this service. The selected contractor will strictly adhere to all terms and conditions of this service, including but not limited to, all time-limit requirements regarding service. The Department will be under no obligation for payment for ~~services not rendered in a timely fashion.~~

(k) The contractor will provide the appropriate witness and bear the cost of same for all hearings related to a contested service delivered pursuant to any agreement arising from this solicitation.

(l) The Contractor specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, licenses, knowledge, experience and character necessary to qualify them individually for the particular duties they perform.

(m) In the event the selected contractor is unable to or unwilling to provide personal process services, the Department reserves the right to utilize other process servers to provide these services, since it is the intent of Nassau County to award a non-exclusive contract.

(n) Service delivery will commence on or about January 1, 2017.

(o) DSS has the responsibility for monitoring the provider's provision of services. DSS will determine the methods, which will be utilized to monitor the vendor's compliance with services requirements. Monitoring methods may include, but are not limited to, on-site reviews of a provider's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system between the provider and DSS, or establishment of monthly district/provider meetings in which the provider's required recordkeeping activities are reviewed by DSS staff.

(p) Contractor shall enable DSS to utilize Contractor's website so that DSS can view the status of petitions to be served and affidavits of service.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed One Hundred Thousand Dollars (\$100,000.00). If renewed, the maximum amount to be paid for all services provided in any renewal period (full calendar year) shall not exceed One Hundred Thousand Dollars (\$100,000.00). Payment to be paid as follows:

(i) FORTY-FIVE DOLLARS (\$45.00) per successful personal, or substitute or affix and mail service for Nassau, Suffolk, Brooklyn, Queens, Staten Island, the Bronx, and Manhattan.

(ii)

(a) SEVENTY- DOLLARS (\$70.00) per successful personal, or substitute or affix and mail service for Westchester.

(iii) THIRTY-FIVE DOLLARS (\$35.00) per attempted service at an incorrect address for Nassau, Suffolk, Brooklyn, Queens, Staten Island, the Bronx, Manhattan

(a) FIFTY-FIVE DOLLARS (\$55.00) per attempted service at an incorrect address for Westchester.

(iv) ONE HUNDRED DOLLARS (\$100.00) for successful personal, substitute of affix and mail service within New York State in all counties not previously named.

(v) ONE HUNDRED DOLLARS (\$100.00) for attempted service at an incorrect address and if possible locate within New York State in all counties not previously named.

(vi) ONE HUNDRED FORTY FIVE DOLLARS (\$145.00) for successful personal, substitute or affix and mail service of petition outside of New York State, within the United States.

(vii) ONE HUNDRED FORTY FIVE DOLLARS (\$145.00) for attempted unsuccessful service at an incorrect address and if possible locate outside New York State, within the United States.

(viii) COSTS TO BE DETERMINED for successful personal, substitute of affix and mail service outside the United States. Contractor will send e-mail to the Department to confirm price for each service outside the United States.

(x) COSTS TO BE DETERMINED for attempting unsuccessful service at an incorrect address and, if possible, locate outside the United States. Contractor will send e-mail to the Department to confirm price for each unsuccessful service outside the United States.

(xi) EIGHTY-FIVE DOLLARS (\$85.00) for successful personal service of documents concerning Alleged Incapacitated Persons (AIP's) and Surrogate Court matters in Suffolk, Nassau, Brooklyn, Queens, Staten Island, the Bronx, Manhattan and Westchester .

(a) ONE HUNDRED TWENTY FIVE DOLLARS (\$125) for successful personal service of documents concerning Alleged Incapacitated Persons (AIP's) and Surrogate Court matters within New York State in all counties not previously named. _____

(b) ONE HUNDRED SIXTY FIFTY DOLLARS (\$165.00) for successful personal service of documents concerning Alleged Incapacitated Persons (AIP's) and Surrogate Court matters outside of New York State, within the United States.

(c) COSTS TO BE DETERMINED for successful personal service of documents concerning Alleged Incapacitated Persons (AIP's) and Surrogate Court matters outside the United States. Contractor will send e-mail to the Department to confirm price for each service outside the United States.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis (except as set forth below in this Section) 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. Claim documentation must reflect the number of successful and attempted service of summons, and locate service after attempted service of summons, for the billing period. (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, including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County.

In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. Confidentiality of Information regarding Agency clients is governed by Social Services Law Sections 111-v and 136 and 18 NYCRR 357 and 18 NYCRR 347.19. Contractor further agrees to require each of its employees, partners, or agents assigned to the performance of this agreement, to observe said requirements and evidence the same by their individual execution of the non disclosure agreement attached as "EXHIBIT A".

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify, and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or

authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same ; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

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

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

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

10. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

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

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other

governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State,

without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of two hundred sixty six dollars (\$266) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.


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

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

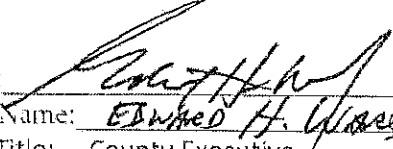
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

IN WITNESS WHEREOF, the Contractor has executed this Agreement on
DECEMBER 9, 2016 and the County has executed this Agreement on the date
first above written.

ONE WORLD JUDICIAL SERVICES, INC.

By: 
Name: SUSAN CORTINA
Title: PRESIDENT
Date: 12-2-2016

NASSAU COUNTY

By: 
Name: EDWARD H. WARD
Title: County Executive

☒ Deputy County Executive

Date: 5/15/17

PLEASE EXECUTE IN BLUE INK

130876

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15 day of May in the year 2017 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE

Notary Public State of New York

No. 0200560113

Qualified in Nassau County

Commission Expires on June 2, 2018

STATE OF NEW YORK)

SUFFOLK)ss.:

COUNTY OF NASSAU)

On the 9 day of DECEMBER in the year 2016 before me personally came SUSAN CORTINA 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 ONE WORLD JUDICIAL SERVICES INC. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

EXHIBIT A

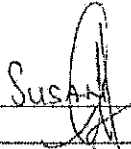
CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

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

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

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

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

Print Name: SUSAN CORTINA
Signature: 
Title: PRESIDENT
Date: 12/9/2010

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

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Appendix A

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

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

I. Confidentiality

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

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

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

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

II. Reports and Record Keeping

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

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

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

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

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

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

III. Approval and Assignment

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

IV. Governing Law

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

V. Miscellaneous Terms

- A. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.
 - B. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.
 - C. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.
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Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
 - c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
 - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
 - e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
 - f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
 - g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
 - h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
 - i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.
-

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

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

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

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

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:

SUSAN CORTINA
(Name)
172 BROOK AVE., SUITE A, DEER PARK NY 11729
(Address)
631-667-8260
(Telephone Number)

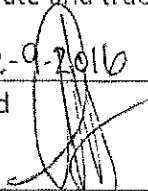
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a 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.

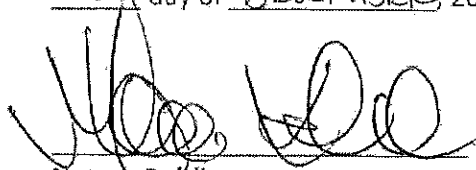
12-9-2016
Dated

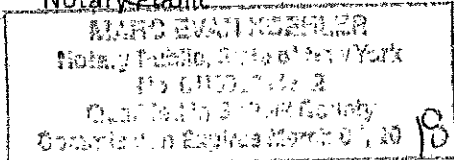

Signature of Chief Executive Officer

SUSAN CORTINA
Name of Chief Executive Officer

Sworn to before me this

9 day of DECEMBER, 2016


Notary Public

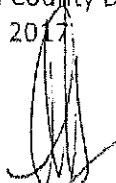


RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as One World Judicial Services, Inc., has not been modified or rescinded and is in full force and effect as to the date hereof.

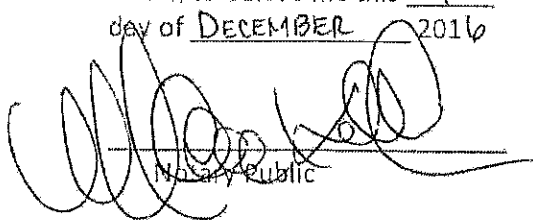
RESOLVED: That SUSAN CORTINA, PRESIDENT
Corporate title

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



Officer

Sworn to before me this 9
day of DECEMBER 2016



Notary Public

ROBERT EVAN HATCHER
Notary Public, State of New York
No. 610352402
Qualified in Suffolk County
Commission Expires March 07, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2016

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

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

PRODUCER	Lombardo-Scotti Agency, Ltd. 733 Yonkers Avenue Suite 304 Yonkers, NY 10704	CONTACT NAME: PHONE (A/C No., Ext): (914)963-7800 FAX (A/C No.): E-MAIL: ADDRESS:
INSURED	One World Judicial Services, Inc. 172 Brook Ave. Suite A P.O. Box 93 Deer Park, NY 11729	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHSD1098540 PHSD1199518	01/11/16 01/11/17	01/11/17 01/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - claims made		PHSD1098540 PHSD1199518	01/11/16 01/11/17	01/11/17 01/11/18	2000000 per claim and aggregate 2000000 per claim and aggregate

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

If required by written contract or permit the following are included as additional insured on the above general liability insurance coverage per form PIBP001NY (0905): County of Nassau and the Nassau County Department of Social Services.

CERTIFICATE HOLDER

CANCELLATION

Nassau County
Department of Social Services
60 Charles Lindbergh Blvd, Ste 160
Uniondale, NY 11553

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



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 3RD FLR, MELVILLE, NEW YORK 11747-3129

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113514845
ONE WORLD JUDICIAL SERVICES INC
172 BROOK AVE SUITE A
DEER PARK NY 11729



Scan to Validate

POLICYHOLDER

ONE WORLD JUDICIAL SERVICES INC
172 BROOK AVE SUITE A
DEER PARK NY 11729

CERTIFICATE HOLDER

NASSAU COUNTY DEPARTMENT OF
SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD #160
UNIONDALE NY 11553

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
11457 826-4	950368	06/03/2017 TO 06/03/2018	11/7/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1457 826-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 3161399



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Cover-ProSM

Philadelphia Indemnity Insurance Company

DECLARATIONS

Policy Number: PHSD1199518

NOTICE: THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR INVESTIGATION AND LEGAL COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR SUCH COST SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT

- Item 1. **Named Entity and Address:**
One World Judicial Services, Inc.
172 A Brook Ave
Deer Park, NY 11729-7243
- Item 2. **Policy Period:** From: 01/11/2017 To: 01/11/2018
(12:01 A.M. Standard Time)
- Item 3. **Premium:** \$ 3,615.00
- Item 4. **Limits of Liability:** (A) \$ 2,000,000 Each Claim, including Claim Expense
(B) \$ 2,000,000 Annual Aggregate, including Claim Expense
- Item 5. **Deductible:** \$ 5,000 Deductible per Claim
- Item 6. **Retroactive Date:** 12/14/1999
- Item 7. **Continuity Date:** 01/11/2006
- Item 8. **Additional Premium for Supplemental Extended Reporting Period:** \$

Item 9. **Named Entity's Profession:**
Process Servers

Endorsements: See Schedule

By accepting this Policy, the **Insured** agrees that the statements in the application are personal representations, that they shall be deemed material, and that this Policy is issued in reliance upon the truth of such representations.

Authorized Representative

Countersignature

Countersignature Date



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
ONE WORLD JUDICIAL SERVICES INC

P O BOX 93
DEER PARK, NY 11729

1b. Business Telephone Number of Insured

516-635-5335

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

1d. Federal Employer Identification Number of Insured
or Social Security Number

113514845

2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)

Nassau County Department of Social Services

60 Charles Lindbergh Blvd, Ste 160

Uniondale, NY 11553

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL255551

3c. Policy effective period:

06/01/2016

to

05/31/2018

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 1/9/2017

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100

Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. B of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-12Q1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the Insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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 listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.