



E-53-20

NIFS ID:CLBU20000001 Department: Budget

Capital:

SERVICE: TRIAD - RISK MANAGEMENT

Contract ID #:CQBU15000007

NIFS Entry Date: 15-JAN-20

Term: from 01-JAN-20 to 31-DEC-21

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

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

Vendor Info:	
Name: TRIAD GROUP LLC	Vendor ID#: [REDACTED]
Address: 400 Jordan Road	Contact Person: [REDACTED]
Troy, NY 12180	
	Phone: [REDACTED]

Department:
Contact Name: Elizabeth Valerio
Address: 1 West Street
Mineola, NY 11501
Phone: 516-571-5375

Routing Slip

Department	NIFS Entry: X	16-JAN-20 -- EVALERIO
Department	NIFS Approval: X	21-JAN-20 -- IQURESHI
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	21-JAN-20 -- IQURESHI
OMB	NIFS Approval: X	21-JAN-20 -- EVALERIO
County Atty.	Insurance Verification: X	21-JAN-20 -- AAMATO
County Atty.	Approval to Form: X	21-JAN-20 -- DMCDERMOTT
CPO	Approval: X	13-FEB-20 -- KOHAGENCE
DCEC	Approval: X	13-FEB-20 -- JCHIARA

Dep. CE	Approval: X	03-MAR-20 -- RORLANDO
Leg. Affairs	Approval/Review: X	24-MAR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Provide case management and claims administration for all workers' compensation claims brought by employees, former employees , volunteers, etc. of Nassau County.
Method of Procurement: This is an extension of the existing contract for one additional two year period as provided for in the contract.
Procurement History: Vendor was selected from seven submitted proposals. The proposals were scored and ranked and the highest-ranking proposer was selected.
Description of General Provisions: Provide claims administration services for Nassau County workers' compensation cases.
Impact on Funding / Price Analysis: The renewal for one additional (2) two-year period is at a cost of \$2,412,000. (\$1,188,000 in 2020 and \$1,224,000 in 2021)
Change in Contract from Prior Procurement: There is no change in the contract.
Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		04	BUGEN1500/DE500	\$ 1,188,000.00
Resp:	1500	Contract:				\$ 0.00
Object:	DE	County	\$ 1,188,000.00			\$ 0.00
Transaction:	500	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 1,188,000.00		TOTAL	\$ 1,188,000.00

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY OFFICE OF RISK
MANAGEMENT, AND TRIAD GROUP, LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Triad Group, LLC to provide case management and claims administration for workers' compensation claims, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amended agreement with Triad Group, LLC.



Nassau County Interim Finance Authority

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

1. Vendor: TRIAD GROUP LLC

2. Dollar amount requiring NIFA approval: \$1188000

Amount to be encumbered: \$1188000

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: 01/01/2020-12-31-2021

Has work or services on this contract commenced? Y ____

If yes, please explain: EXISTING CONTRACT

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 1188000

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Provide case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, etc. of Nassau County.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CABU19000002	12-MAR-19	1,350,000.00

AUTHORIZATION

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

IQURESHI

21-JAN-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

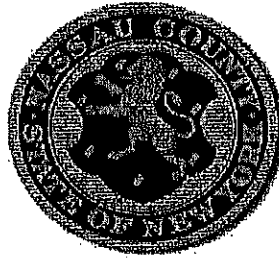
Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: TRIAD GROUP, LLC

CONTRACTOR ADDRESS: 185 Jordan Road, Troy, NY 12180

FEDERAL TAX ID #: 13-4091658

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 15, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on June 20, 2014. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

1 File(s) uploaded

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

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

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

Electronically signed and certified at the date and time indicated by:
Victoria Manes [VMANES@TRIADGATE.COM]

Dated: 12/30/2019 01:59:07 PM

Vendor: Triad Group, LLC

Title: President

Campaign Financial Disclosure
 Provided by the New York State Board of Elections
 Contributions Search Page by Contributor Name

Contribution Search Options Search by Contributor Name, Date and Amount

List of contributors whose name is like TRIAD GROUP% For Transaction Date Range: [01-APR-16 to 31-DEC-19] Contribution is greater than or equal to [\$ 0] And less than or equal to [\$ 50000000000]

Record are sorted by [NAME] Note that Corporation Names, Committee Names, Partnership Names etc. appear in alpha order first followed by Individual Names in alpha order by Last Name.

Schedule Legend

- **A = Monetary Contributions/Individual & Partnerships**
- **B = Monetary Contributions/Corporate**
- **C = Monetary Contributions/All Other**
- **D = In-Kind Contributions**
- **G = Transfers In**

Disclaimer: The majority of financial disclosure statements filed at the State Board are entered into the database directly from e-mail or diskette filings submitted by committee treasurers or candidates. The information contained in paper filings is entered into the database exactly as it appears on the forms. Because database searches retrieve information exactly the way it is reported, search results may be inaccurate and/or incomplete.

Contributor	Amt	Contr. Date	Recipient	Filing	Sched	Office	Dist	County	Municipality
TRIAD GROUP 185 JORDAN ROAD TROY, NY 12180	500.00	12-SEP-17	ELAINE PHILLIPS FOR SENATE	2018 January Periodic	C	State Senator	7	N/A	N/A
TRIAD GROUP 185 JORDAN ROAD TROY, NY 12180	2,500.00	18-JUL-16	FRIENDS OF JOHN BROOKS	2016 32 Pre General	A	State Senator	8	N/A	N/A
TRIAD GROUP 185 JORDAN RD TROY, NY 12180	500.00	29-AUG-17	FRIENDS OF KATHY SHEEHAN	2017 10 Post Primary	C	Mayor	NA	Albany	Albany
TRIAD GROUP 185 JORDAN RD TROY, NY 12180	500.00	17-FEB-17	FRIENDS OF SHAWN MORSE	2017 July Periodic	C	Mayor	NA	Albany	Cohoes
TRIAD GROUP 185 JORDAN RD TROY, NY 12180	250.00	08-NOV-17	FRIENDS OF SHAWN MORSE	2018 January Periodic	C	Mayor	NA	Albany	Cohoes
TRIAD GROUP 185 JORDAN ROAD TROY, NY 12180	500.00	05-JUL-17	LABRIOLA FOR COMPTROLLER	2017 July Periodic	C	Comptroller	NA	Nassau	Nassau
TRIAD GROUP 185 JORDAN ROAD TROY, NY 12180	250.00	01-AUG-17	LABRIOLA FOR COMPTROLLER	2017 32 Pre General	C	Comptroller	NA	Nassau	Nassau
TRIAD GROUP 185 JORDAN ROAD TROY, NY 12180	750.00	16-SEP-17	LABRIOLA FOR COMPTROLLER	2017 32 Pre General	C	Comptroller	NA	Nassau	Nassau
TRIAD GROUP LLC 185 JORDAN	220.00	04-NOV-16	ANTONACCI FOR ACCOUNTABILITY	2017 January Periodic	C	Comptroller	NA	Onondaga	Onondaga

ROAD TROY, NY 12180									
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	100.00	28-JUN- 17	CITIZENS FOR KATIE BONELLI	2017 July Periodic	C	County Legislator	5	Orange	Orange
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	3,500.00	12- AUG-16	CITIZENS TO ELECT JOHN BONACIC	2016 11 Pre Primary	C	State Senator	42	N/A	N/A
TRIAD GROUP LLC 400 JORDAN ROAD TROY, NY 12180	1,500.00	18-JAN- 18	CITIZENS TO ELECT JOHN BONACIC	2018 July Periodic	C	State Senator	42	N/A	N/A
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	1,200.00	03- AUG-17	CITIZENS TO ELECT JOHN BONACIC	2018 January Periodic	C	State Senator	42	N/A	N/A
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	100.00	09- AUG-17	CITIZENS TO ELECT JOHN BONACIC	2018 January Periodic	C	State Senator	42	N/A	N/A
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	1,500.00	18-JAN- 17	CITIZENS TO ELECT JOHN BONACIC	2017 July Periodic	C	State Senator	42	N/A	N/A
TRIAD GROUP LLC 400 JORDAN RD TROY, NY 12180	500.00	17-JUN- 19	COMMITTEE FOR A BETTER YONKERS	2019 10 Post Primary	C	N/A	NA	N/A	N/A
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	1,500.00	07-JUN- 16	COMMITTEE TO ELECT A REPUBLICAN MAJORITY (CERM)	2016 July Periodic	C	N/A	NA	Suffolk	Brookhaven
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	1,500.00	29-APR- 16	COMMITTEE TO ELECT A REPUBLICAN MAJORITY (CERM)	2016 July Periodic	C	N/A	NA	Suffolk	Brookhaven
TRIAD GROUP LLC 185 JORDAN AVE TROY, NY 12180	150.00	18-NOV- 16	COMMITTEE TO RE-ELECT BILL LARKIN	2016 27 Post General	C	State Senator	39	N/A	N/A
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	5,000.00	28-SEP- 17	CURRAN FOR NASSAU	2017 32 Pre General	C	County Executive	NA	Nassau	Nassau
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	1,000.00	02-NOV- 17	CURRAN FOR NASSAU	2017 27 Post General	C	County Executive	NA	Nassau	Nassau
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	5,000.00	01-NOV- 17	CURRAN FOR NASSAU	2017 27 Post General	C	County Executive	NA	Nassau	Nassau
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	500.00	14-DEC- 17	CURRAN FOR NASSAU	2018 January Periodic	C	County Executive	NA	Nassau	Nassau
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	5,000.00	23-JUN- 17	CURRAN FOR NASSAU	2017 July Periodic	C	County Executive	NA	Nassau	Nassau

TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	3,000.00	25-JUL-16	DINAPOLI 2022, INC.	2017 January Periodic	C	Comptroller	NA	N/A	N/A
TRIAD GROUP LLC 400 JORDAN RD TROY, NY 12180	4,000.00	04-SEP-18	DINAPOLI 2022, INC.	2018 32 Pre General	C	Comptroller	NA	N/A	N/A
TRIAD GROUP LLC 400 JORDAN RD TROY, NY 12180	500.00	12-JAN-18	DINAPOLI 2022, INC.	2018 January Periodic	C	Comptroller	NA	N/A	N/A
TRIAD GROUP LLC 400 JORDAN RD TROY, NY 12180	500.00	06-DEC-17	DINAPOLI 2022, INC.	2018 January Periodic	C	Comptroller	NA	N/A	N/A
TRIAD GROUP LLC 400 JORDAN RD TROY, NY 12180	4,000.00	31-AUG-17	DINAPOLI 2022, INC.	2018 January Periodic	C	Comptroller	NA	N/A	N/A
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	5,000.00	09-NOV-17	FRIENDS OF JOHN BROOKS	2018 January Periodic	C	State Senator	8	N/A	N/A
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	250.00	02-DEC-16	FRIENDS OF KATHY SHEEHAN	2017 January Periodic	C	Mayor	NA	Albany	Albany
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	250.00	05-OCT-17	FRIENDS OF KATHY SHEEHAN	2017 11 Pre General	C	Mayor	NA	Albany	Albany
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	500.00	28-APR-16	FRIENDS OF MAUREEN WALKER	2016 July Periodic	C	Comptroller	NA	Westchester	Mount Vernon
TRIAD GROUP LLC 185 JORDAN ROAD TROY, NY 12180	2,500.00	27-APR-16	FRIENDS OF ROB ASTORINO	2016 July Periodic	C	N/A	NA	Westchester	Westchester
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	500.00	31-OCT-16	KAMINSKY FOR NEW YORK	2016 27 Post General	C	State Senator	9	N/A	N/A
TRIAD GROUP LLC 185 JORDAN RD. TROY, NY 12180	120.00	16-MAY-18	MATT OSSENFORT FOR EXECUTIVE	2018 July Periodic	C	County Executive	NA	Montgomery	Montgomery
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	1,000.00	25-SEP-17	MAYOR MIKE SPANO COMMITTEE	2018 January Periodic	C	Mayor	NA	Westchester	Yonkers
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	1,000.00	04-APR-17	MAYOR MIKE SPANO COMMITTEE	2017 July Periodic	C	Mayor	NA	Westchester	Yonkers
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	500.00	08-NOV-16	MAYOR MIKE SPANO COMMITTEE	2017 January Periodic	C	Mayor	NA	Westchester	Yonkers
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	1,000.00	27-MAR-18	MAYOR MIKE SPANO COMMITTEE	2018 July Periodic	C	Mayor	NA	Westchester	Yonkers

TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	500.00	06-FEB-18	MAYOR MIKE SPANO COMMITTEE	2018 July Periodic	C	Mayor	NA	Westchester	Yonkers
TRIAD GROUP LLC 185 JORDAN RD TROY, NY 12180	500.00	19-DEC-16	ORANGE COUNTY REPUBLICAN COMMITTEE	2017 January Periodic	C	N/A	NA	Orange	N/A
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	10,000.00	12-DEC-16	ANDREW CUOMO FOR NEW YORK, INC.	2017 January Periodic	C	Governor	NA	N/A	N/A
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	15,000.00	22-JUN-16	ANDREW CUOMO FOR NEW YORK, INC.	2016 July Periodic	C	Governor	NA	N/A	N/A
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	15,000.00	23-JUN-17	ANDREW CUOMO FOR NEW YORK, INC.	2017 July Periodic	C	Governor	NA	N/A	N/A
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	10,000.00	13-JUN-18	ANDREW CUOMO FOR NEW YORK, INC.	2018 July Periodic	C	Governor	NA	N/A	N/A
TRIAD GROUP, LLC 400 JORDAN ROAD TROY, NY 12180	500.00	10-JUL-18	ANTONACCI FOR ACCOUNTABILITY	2018 July Periodic	C	State Senator	50	N/A	N/A
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	1,250.00	24-MAY-18	COMMITTEE FOR A BETTER YONKERS	2018 July Periodic	C	N/A	NA	N/A	N/A
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	400.00	08-SEP-17	COMMITTEE TO ELECT JEFF SMITH FOR SHERIFF	2018 January Periodic	A	Sheriff	NA	Montgomery	Montgomery
TRIAD GROUP, LLC 400 JORDAN ROAD TROY, NY 12180	100.00	30-AUG-18	COMMITTEE TO ELECT JEFF SMITH FOR SHERIFF	2018 32 Pre General	C	Sheriff	NA	Montgomery	Montgomery
TRIAD GROUP, LLC 186 JORDAN RD. TROY, NY 12180	600.00	26-JUN-17	DUBOIS FOR SHERIFF	2017 July Periodic	C	Sheriff	NA	Orange	Orange
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	100.00	22-AUG-16	ELECT O'DONNELL	2016 11 Pre Primary	C	County Legislator	21	Orange	Orange
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	250.00	05-MAR-18	FRIENDS OF ABINANTI FOR ASSEMBLY	2018 July Periodic	C	Member of Assembly	92	N/A	N/A
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	500.00	02-JUN-17	FRIENDS OF BILLY BARLOW	2017 July Periodic	C	Mayor	NA	Oswego	Oswego
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	250.00	02-MAY-18	FRIENDS OF BILLY BARLOW	2018 July Periodic	C	Mayor	NA	Oswego	Oswego
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	100.00	04-AUG-19	FRIENDS OF BILLY BARLOW	2019 32 Pre General	C	Mayor	NA	Oswego	Oswego

TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	1,000.00	09-MAY-18	FRIENDS OF JASON GARNAR	2018 July Periodic	C	County Executive	NA	Broome	Broome
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	250.00	06-NOV-17	FRIENDS OF JASON GARNAR	2018 January Periodic	C	County Executive	NA	Broome	Broome
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	1,000.00	17-JAN-18	FRIENDS OF JASON GARNAR	2018 July Periodic	C	County Executive	NA	Broome	Broome
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	1,500.00	17-JAN-18	FRIENDS OF JASON GARNAR	2018 July Periodic	C	County Executive	NA	Broome	Broome
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	1,000.00	02-JUN-17	FRIENDS OF JOHN BROOKS	2017 July Periodic	C	State Senator	8	N/A	N/A
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	1,000.00	17-MAY-19	FRIENDS OF LAURA GILLEN	2019 July Periodic	C	Supervisor	NA	Nassau	Hempstead
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	1,000.00	19-DEC-17	FRIENDS OF LAURA GILLEN	2018 January Periodic	C	Supervisor	NA	Nassau	Hempstead
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	500.00	14-DEC-17	FRIENDS OF LAURA GILLEN	2018 January Periodic	C	Supervisor	NA	Nassau	Hempstead
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	500.00	12-JAN-18	FRIENDS OF LAURA GILLEN	2018 January Periodic	C	Supervisor	NA	Nassau	Hempstead
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	220.00	28-FEB-17	FRIENDS OF MAUREEN WALKER	2017 July Periodic	C	Comptroller	NA	Westchester	Mount Vernon
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	500.00	12-APR-17	FRIENDS OF RALPH SIGNORACCI	2017 July Periodic	C	County Legislator	17	Albany	Albany
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	250.00	24-JUN-16	FRIENDS OF RALPH SIGNORACCI	2016 July Periodic	C	County Legislator	17	Albany	Albany
TRIAD GROUP, LLC 15 JORDAN RD TROY, NY 12180	250.00	01-NOV-16	FRIENDS OF SHAWN MORSE	2017 January Periodic	C	Mayor	NA	Albany	Cohoes
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	250.00	04-JUN-16	FRIENDS OF SHAWN MORSE	2016 July Periodic	C	Mayor	NA	Albany	Cohoes
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	250.00	03-OCT-16	FRIENDS OF SHELLEY MAYER	2016 32 Pre General	C	Member of Assembly	90	N/A	N/A
TRIAD GROUP, LLC 185 JORDAN	125.00	19-AUG-16	FRIENDS OF STEVE NAPIER	2017 January Periodic	C	Mayor	NA	Albany	Cohoes

ROAD TROY, NY 12180									
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	1,000.00	30-APR- 18	FRIENDS OF STEVE NEUHAUS	2018 July Periodic	C	County Executive	NA	Orange	Chester
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	1,000.00	14-MAY- 18	FRIENDS OF STEVE NEUHAUS	2018 July Periodic	C	County Executive	NA	Orange	Chester
TRIAD GROUP, LLC 185 JORAND ROAD TROY, NY 12180	500.00	29- MAR-17	FRIENDS OF STEVE NEUHAUS	2017 July Periodic	C	County Executive	NA	Orange	Chester
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	500.00	02-JUN- 17	FRIENDS OF STEVE NEUHAUS	2017 July Periodic	C	County Executive	NA	Orange	Chester
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	3,500.00	21-MAY- 18	LATIMER FOR WESTCHESTER	2018 July Periodic	C	County Executive	NA	Westchester	Westchester
TRIAD GROUP, LLC STE 2, 185 JORDAN RD TROY, NY 12180	1,000.00	27-DEC- 18	LATIMER FOR WESTCHESTER	2019 January Periodic	C	County Executive	NA	Westchester	Westchester
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	3,500.00	14-MAY- 19	LATIMER FOR WESTCHESTER	2019 July Periodic	C	County Executive	NA	Westchester	Westchester
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	400.00	13-OCT- 17	MOLINARO FOR DUTCHESS	2017 11 Pre General	C	County Executive	NA	Dutchess	Dutchess
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	500.00	12- MAR-18	MOLINARO FOR DUTCHESS	2018 July Periodic	C	County Executive	NA	Dutchess	Dutchess
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	3,500.00	11-JUL- 19	MOLINARO FOR DUTCHESS	2019 July Periodic	C	County Executive	NA	Dutchess	Dutchess
TRIAD GROUP, LLC 400 JORDAN RD TROY, NY 12180	500.00	21-FEB- 19	MOLINARO FOR DUTCHESS	2019 July Periodic	C	County Executive	NA	Dutchess	Dutchess
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	396.00	11-APR- 16	MONTGOMERY COUNTY REPUBLICAN COMMITTEE	2016 July Periodic	C	N/A	NA	Montgomery	Montgomery
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	250.00	11-DEC- 18	ONONDAGA COUNTY REPUBLICAN COMMITTEE HOUSEKEEPING	2019 January Periodic	C	N/A	NA	Onondaga	Onondaga
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	2,000.00	06-JUN- 17	ONONDAGA COUNTY REPUBLICAN COMMITTEE HOUSEKEEPING	2017 July Periodic	C	N/A	NA	Onondaga	Onondaga
TRIAD GROUP, LLC 185 JORDAN	1,500.00	11-JAN- 17	ONONDAGA COUNTY REPUBLICAN	2017 January Periodic	C	N/A	NA	Onondaga	Onondaga

ROAD TROY, NY 12180			COMMITTEE HOUSEKEEPING						
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	1,000.00	06-JUN- 16	ONONDAGA COUNTY REPUBLICAN COMMITTEE HOUSEKEEPING	2016 July Periodic	P	N/A	NA	Onondaga	Onondaga
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	2,000.00	14-JUN- 19	ONONDAGA COUNTY REPUBLICAN COMMITTEE HOUSEKEEPING	2019 July Periodic	C	N/A	NA	Onondaga	Onondaga
TRIAD GROUP, LLC 185 JORDAN RD. TROY, NY 12180	250.00	18-APR- 17	ORANGE COUNTY FEDERATION OF REPUBLICAN WOMEN	2017 July Periodic	C	N/A	NA	Orange	Orange
TRIAD GROUP, LLC 185 JORDON ROAD TROY, NY 12180	5,000.00	17-JUN- 16	RENEW NEW YORK PAC	2016 July Periodic	C	N/A	NA	N/A	N/A
TRIAD GROUP, LLC 185 JORDAN RD TROY, NY 12180	125.00	15-JUL- 16	ROMAINE FOR SUPERVISOR	2017 January Periodic	C	Town Supervisor	NA	Suffolk	Brookhaven
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	125.00	27-OCT- 17	STEVE MCLAUGHLIN FOR COUNTY EXECUTIVE	2017 27 Post General	C	County Executive	NA	Rensselaer	Rensselaer
TRIAD GROUP, LLC 185 JORDAN ROAD TROY, NY 12180	600.00	28-MAY- 19	FRIENDS OF JASON GARNAR	2019 July Periodic	C	County Executive	NA	Broome	Broome
Total Contributions	152,431.00								

Oracle found [94] records matching

BACK TO TOP

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: Victoria Manes
Date of birth: [REDACTED]
Home address: [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Country: US
- Business Address: 400 Jordan Road
City: Troy State/Province/Territory: NY Zip/Postal Code: 12180
Country: US
Telephone: 5184641047
- Other present address(es): Triad Group - Syracuse 6390 Fly Road
City: East Syracuse State/Province/Territory: NY Zip/Postal Code: 13057
Country: US
Telephone: _____

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	Triad Group - Armonk 80 Business Park Drive
City	Armonk State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>10504</u>
Country	US
Phone	
Type	Business
Description	
Address	Triad Group - RXR Plaza
City	Uniondale State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11556</u>
Country	US
Phone	

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

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

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. _____

100% owner via Sub S Corp Oracle Management Services, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Martor LLC - 50%
Manes & Manes - 100%
Icon Cost Recovery - 10%

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

taken.

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, Victoria Manes , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Triad Group, LLC

Name of submitting business

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

Victoria Manes [VMANES@TRIADGATE.COM]

President

Title

12/23/2019 08:05:31 AM

Date

Business History Form

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

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

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

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

Date: 12/30/2019

1) Proposer's Legal Name: Triad Group, LLC

2) Address of Place of Business: 400 Jordan Road

City: Troy State/Province/Territory: NY Zip/Postal Code: 12180

Country: _____

Address: 185 Jordan Road

City: Troy State/Province/Territory: NY Zip/Postal Code: 12180

Country: _____

Start Date: _____ End Date: 01-SEP-17

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 16-871-8453

5) Federal I.D. Number: 13-4091658

6) The proposer is a: Other (Describe) Single Member LLC

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

YES ☒ NO ☐ If yes, please provide details:

MarTor Case Management, 400 Jordan Road, Troy, NY 12180

Manes & Manes, 400 Jordan Road, Troy, NY 12180

Icon Cost Recovery,

- 8) Does this business control one or more other businesses?
YES ☒ NO ☐ If yes, please provide details:
Triad Brokerage Services owned and controlled by Triad Group
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☒ NO ☐ If yes, please provide details:
Oracle Management Services, Inc.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17 Conflict of Interest:

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

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

No conflict exists. We would not accept a contract or assignment or employ anyone that would create a conflict.

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

No conflict exists.

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

No conflict exists.

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

We would decline any client or vendor that could potentially create a conflict. But in the event a conflict arose, we would inform Nassau County of any conflict and be guided by their wishes as to how to resolve.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

11/30/1999

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

Victoria Manes, President (100% owner of Triad Group, LLC)
317 Cooksboro Road
Troy, NY 12182

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

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

Victoria Manes, President (100% owner of Triad Group, LLC)
317 Cooksboro Road
Troy, NY 12182

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;
84
- vi) Annual revenue of firm;
[REDACTED]
- vii) Summary of relevant accomplishments
See attached.

1 File(s) Uploaded:

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

4 File(s) Uploaded:

- B. Indicate number of years in business.

20

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

See attached.

1 File(s) Uploaded:

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

Company City of Albany
Contact Person Rachel McEneny, Budget Director
Address 24 Eagle Street, Room 301
City Albany State/Province/Territory NY
Country
Telephone (518) 434-5525
Fax #
E-Mail Address rmceneny@albanyny.gov

Company Westchester County
Contact Person Ann Marie Berg, Commissioner of Finance
Address 148 Martine Avenue
City White Plains State/Province/Territory NY
Country
Telephone (914) 995-2761
Fax #
E-Mail Address aberg@westchestergov.com

Company Wyoming County
Contact Person Dixie Perkins, Insurance Manager
Address 338 N. Main Street
City Warsaw State/Province/Territory NY
Country
Telephone (585) 786-8855
Fax #
E-Mail Address dperkins@wyomingco.net

Company	St. Lawrence County		
Contact Person	Stephen D. Button, Esq		
Address	48 Court Street		
City	Canton	State/Province/Territory	NY
Country			
Telephone	(315) 379-2269		
Fax #			
E-Mail Address	sbutton@stlawco.org		

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

I, Victoria Manes , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Triad Group, LLC

Electronically signed and certified at the date and time indicated by:
Victoria Manes [VMANES@TRIADGATE.COM]

President

Title

01/03/2020 01:49:21 PM

Date

STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

TRIAD GROUP LLC

TRIAD GROUP LLC
400 JORDAN ROAD
TROY, NY 12180

LICENSE NUMBER:IA-920712

IS LICENSED AS AN INDEPENDENT ADJUSTER FOR

Motor Vehicle
No-Fault &
Workers Comp
Health Service
Charges

BY AND THROUGH THE SUBLICENSEES LISTED BELOW

EFFECTIVE DATE: January 01, 2019

EXPIRATION DATE: December 31, 2020

UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED



In Witness Whereof,
I have caused my official seal to
be affixed at the city of Albany

Linda A. Lacewell
Acting Superintendent

****SUBLICENSEES ARE CONTINUED ON THE NEXT PAGE****



6-17-03 14 19-2661209

STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

LICENSE NUMBER: IA-920712

EXPIRATION DATE: December 31, 2020

TRIAD GROUP LLC

TRIAD GROUP LLC
400 JORDAN ROAD
TROY, NY 12180

SUBLICENSEE(S) CONTINUED

LINE KEY

1 = Accident & Health	2 = Aviation
3 = Automobile	4 = Casualty
5 = Fidelity & Surety	6 = Fire
7 = Inland Marine	8 = General
9 = Auto Damage & Theft Appraisals	10 = Motor Vehicle No-Fault & Workers Comp Health Service Charges
11 = Federal Multi-Peril Crop	

SUBLICENSEE(S)

FINCH, GRETCHEN	10	MAKARECHIAN, AZAR	10
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6-17-03 1419-2661209



**NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS
ENTERPRISE ("MWBE")
CERTIFICATION**

Empire State Development's Division of Minority and Women's Business
Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Triad Group LLC

Certification Awarded on: May 31, 2016

Expiration Date: May 31, 2019

File ID#: 48590



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development



NEW YORK STATE MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION

Empire State Development's Division of Minority and Women's Business
Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Oracle Management Services, Inc.

Certification Awarded on: December 18, 2015

Expiration Date: December 18, 2018

File ID#: 54063



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development



Workers' Compensation Board

ANDREW M. CUOMO
Governor

CLARISSA M. RODRIGUEZ
Chair

January 24, 2018

Victoria Manes
Triad Group, LLC
400 Jordan Road
Troy, NY 12180

Re: License No. 1094
Triad Group, LLC

Dear Ms. Manes:

This correspondence is to inform you that at the New York State Workers' Compensation Board (Board) meeting held on January 23, 2018, the Board voted to grant the above-referenced renewal application. The license is granted for the period beginning January 1, 2018 and ending December 31, 2019, and is effective immediately.

If you have any questions or require additional information regarding your license, do not hesitate to contact me at (518) 486-7208 or licensing@wcb.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth A. Lott".

Elizabeth A. Lott
Office of General Counsel
Licensing Division

COUNTY OF NASSAU

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

1. Name of the Entity: Triad Group

Address: 400 Jordan Road

City: Troy State: NY Zip Code: 12180

2. Entity's Vendor Identification Number: 13-4091658

3. Type of Business: Ltd. Liability Co (specify) _____

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

First Name	<u>Victoria</u>				
Last Name	<u>Manes</u>				
MI		Suffix			
Address	<u>400 Jordan Road</u>				
City	<u>Troy</u>	State	<u>NY</u>	Zip Code	<u>12180</u>
Position	<u>President</u>				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Victoria Manes, 100% owner via Sub S Corp Oracle Management Services, Inc.
Manes & Manes Law Firm, 100% owned by Victoria Manes
Triad Brokerage Services, 100% owned by Triad Group
MarTor Case Management, 50% owned by Victoria Manes
Icon Cost Recovery, 10% owned by Victoria Manes

No shareholders, members, or partners have been attached to this form.

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

Triad was under contract with Park Strategies, a registered lobbyist, until December 31, 2019. They did not participate in the bid process.

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

property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None. Triad was under contract with Park Strategies, a registered lobbyist, until December 31, 2019. They did not participate in the bid process.

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

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

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

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

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

Victoria Manes [VMANES@TRIADGATE.COM]

Dated: 01/02/2020 04:22:57 PM

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Office of Risk Management, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Triad Group, LLC, a New York State LLC, having its principal office at Rensselaer Tech Park, 400 Jordan Road, Troy, New York 12180 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQBU15000007 between the County and the Contractor, executed on behalf of the County on May 19, 2015 (the "Original Agreement"), the Contractor provides case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, and other such similarly situated claiming individuals of the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional two (2) year period (the "Original Term"); and

WHEREAS, the County desires to exercise the available renewal option and amend the Compliance with Law Section of the Original Agreement.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2021, subject to earlier termination as provided for under the Amended Agreement.

2. Compliance with Law. Section 7 of the Original Agreement with the heading "Compliance with Law" is hereby amended to add the following subsections:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be

limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

TRIAD GROUP, LLC

By: *Victoria Manes*
Name: Victoria Manes
Title: President
Date: 12/11/19

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 11th day of December in the year 2019 before me personally came Victoria Manes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Rensselaer; that he or she is the President of Triad Group, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



MATHEW T. KELLER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES 09/17/2020
NO. 02KE6269120

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

On the _____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 Russell Bond & Co. Inc. 295 Main Street Suite 866 Buffalo NY 14203		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Oracle Management Services Inc; Triad Group LLC 400 Jordan Road Troy NY 12180		INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: Security National Insurance Company INSURER C: Underwriters at Lloyds INSURER D: Executive Risk Indemnity INSURER E: INSURER F:	
		NAIC # 25011 19879 EC145 82250773	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WPP154398402	03/29/2019	03/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> 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) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Privacy & Security Liability			1115187	02/16/2019	02/16/2020	Please see acord 101

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

See Additional Remarks Schedule Acord 101

CERTIFICATE HOLDER**CANCELLATION**

Nassau County One West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Russell Bond & Co. Inc.		NAMED INSURED Oracle Management Services Inc; Triad Group LLC 400 Jordan Road	
POLICY NUMBER		TROY, NY, 12180	
CARRIER SEE CERTIFICATE	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Coverage

\$1,000,000 Maximum Policy Aggregate Limit of Liability
 \$1,000,000/\$1,000,000 Multimedia Liability
 \$1,000,000/\$1,000,000 Security and Privacy Liability
 \$1,000,000/\$1,000,000 Privacy Regulatory Defense and Penalties
 \$1,000,000/\$1,000,000 PCI DSS Liability
 \$50,000/\$50,000 TCPA Defense
 \$1,000,000/\$1,000,000 Breach Event Costs
 \$25,000/\$25,000 Post Breach Remediation Costs
 \$1,000,000/\$1,000,000 BrandGuard
 \$1,000,000/\$1,000,000 System Failure
 \$1,000,000/\$1,000,000 Dependent System Failure
 \$1,000,000/\$1,000,000 Cyber Extortion
 \$250,000/\$250,000 Cyber Crime
 \$50,000/\$50,000 Reward Expenses
 \$25,000/\$25,000 Court Attendance Costs
 \$1,000,000 in the Aggregate Additional Defense Costs Limit (does not apply to TCPA Defense)

Errors and Omissions Coverage

\$5,000,000 Each Claim
 \$5,000,000 In the Aggregate

Contract ID#: CQBU15000007

Department: Budget/Risk Management

Contract Details

SERVICE: Third Party Claim Administrator

NIFS ID #: CABU18000002

NIFS Entry Date: 01/08/2018

Term: from 1/1/18 to 12/31/18

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

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

Agency Information

Vendor	
Name Triad Group, Inc.	Vendor ID# 134091658
Address 283 Commack Road Suite 303 Commack, NY 11725	Contact Person Victoria Manes Phone 800-337-7419

County Department
Department Contact Irfan Qureshi
Address 1 West Street 5 th Fl. Mineola, New York 11501
Phone 516-571-0462

Routing Slip

DATE	DEPARTMENT	Initial Verification	DATE	SIGNATURE	APPROVAL REQUIRED
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/8/18	<i>Bilal Durrani</i>	
	OMB	NIFS Approval <input type="checkbox"/>		<i>Mark V. ...</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	CA RE&I Verification <input type="checkbox"/>			
	County Attorney	CA Approval as to form <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>			

Contract Summary

PR5254 (8/03)

Contract ID#: CQBU15000007

Department: Budget/Risk Management

Description: Third party administrator for workers' compensation services for FY 2018.
Purpose: The purpose of this contract is to add funds to the contract for FY 2018.
Method of Procurement: Competitive bid.
Procurement History: After discussions with the companies, Triad was selected due to their expertise and lower cost. Triad has been providing this service for over 5 years.
Description of General Provisions: Provide daily claim management of workers' compensation claims.
Impact on Funding / Price Analysis: 2018 Adopted Budget is \$1,379,559.
Change in Contract from Prior Procurement: No change.
Recommendation: Approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	DE500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$1,350,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$1,350,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500 DE500	\$1,350,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$1,350,000

Document Prepared By: Irfan Qureshi

Date: 01/08/2018

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

Contract ID#: CQBU15000007Department: Risk Management**E-45-15****Contract Details**SERVICE: Workers Compensation Third Party AdministratorNIFS ID #: CQBU15000007 NIFS Entry Date: 2/11/15

Term: 1/1/2015 - 12/31/2019

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

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

Agency Information

Vendor	
Name	Vendor ID#
Triad Group, LLC	134091658-01
Address	Contact Person
185 Jordan Road	Victoria Manes
Troy, NY 12180	Phone
	800-337-7419

County Department
Department Contact
Roseann D'Alleva
Address
1 West Street, Mineola, NY
Phone
(516) 571-0525

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<u>2/11/15</u> <i>Roseann D'Alleva</i>	
<u>2/11/15</u>	OMB	NIFS Approval (Contractor Registered)	<input type="checkbox"/>	<u>2/11/15</u> <i>Ryan Statz</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>2/19/15</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<u>2/11/15</u> <i>R. Statz</i>	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	<u>02/14/2015</u> <i>S. S. Se</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	<u>2/11/15</u> <i>Concetta A. Petrucci</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>	<u>04/01/2015</u> <i>S. S. Se</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<u>4/27/15</u> <i>Bob</i>	
<u>2/11/15</u>	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<u>2/11/15</u> <i>[Signature]</i>	

Contract ID#: _____

Department: Risk Management**Purpose:**

Provide case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, etc. of Nassau County.

Method of Procurement:

Competitive bid.

Procurement History:

Vendor was selected from seven submitted proposals. The proposals were scored and ranked and the highest-ranking proposer was selected.

Description of General Provisions:

Provide claims administration services for Nassau County's workers' compensation cases.

Impact on Funding / Price Analysis:

Contract is for the 5 year period of 1/1/2015 – 12/31/2019 at a cost of \$5,736,000 (plus an estimated \$50,000 per year to cover the fee associated with medical recoveries) for the entire 5 year period, and can be renewed for one additional (2) two year period at a cost of \$2,412,000.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$1,178,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$1,178,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500/DE500	\$1,178,000
2		\$
3		\$
4	<i>Eliminated 4/1/15</i>	\$
5	<i>3/13/15</i>	\$
6		\$
TOTAL		\$1,178,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael S. Shen</i>	Name: <i>[Signature]</i>	Date: <i>3/17/15</i>	Date: <i>3/17/15</i>
Date: <i>5/7/2015</i>	Date: <i>5/6/15</i>	(For Office Use Only)	
		E #:	

E-45-15

RULES RESOLUTION NO. 57-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP,
LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-30-15
VOTING:
yea 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Triad Group, LLC to provide case management and claims
administration for workers' compensation claims, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Triad Group, LLC.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP,
LLC

WHEREAS, the County has negotiated a personal services agreement
with Triad Group, LLC to provide case management and claims
administration for workers' compensation claims, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Triad Group, LLC.

OWNERSHIP DISCLOSURE TRIAD GROUP LLC

Triad Group LLC is a New York LLC owned as follows

60% Oracle Management Services, a subchapter S New York Corporation that is

100% owned by Victoria E Manes. Oracle Management Services legal
address is 185 Jordan Rd Troy NY 12180

36% owned by Kottler Capital LLC, a Delaware LLC owned 100% by Mark

Kottler Kottler Capital's legal address is

5701 Swaying Palm Lane

Boynton Beach, FL 33437

4% owned by Richard Napolitano, an individual, whose legal address is

103 Samantha Circle

West Hampton, NY 11977

I am the sole officer of Triad Group LLC. Neither Mr. Kottler nor Mr. Napolitano
take any part in the operations of Triad Group LLC

Victoria E. Manes

VICTORIA E. MANES

PRESIDENT TRIAD GROUP LLC

Sworn to before me this 9th day of February

Margaret C. Lill

Notary Public

MARGARET C. LILL
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 0116232618
My Commission Expires Dec. 13, 2018

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Risk Management, having its principal office at 1 West Street, Mineola, New York 11501 and (ii) Triad Group, LLC, a New York State LLC, having its principal office at Rensselaer Tech Park, 185 Jordan Road, Troy, New York 12180 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

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

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

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

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) "Claim" shall mean a workers' compensation claim.

(b) "Indemnity Claim" shall mean a reported incident, which causes loss of time beyond the employee's normal work shift or is likely to result in a loss of function of a body part or cause a facial disfigurement or any Claim requiring a C-2 filing or any Claim which is controverted or any Claim which is indexed by the Workers' Compensation Board.

(c) "Medical Only Claim" shall mean a reported incident which does not cause loss of time beyond an employee's normal work shift, and/or require more than two (2) medical treatments.

(d) "Incident Only" shall mean a Claim on which no payment is made and is reported for record purposes only.

(e) Allocated Loss Expense "ALAE" (expenses charged to file as invoiced by vendor (no load or additional fee added by Triad) shall mean all Court costs and expenses including, but not limited to (i) service of process; (ii) fees to attorneys for the institution or prosecution of any subrogation recovery or contribution action; (iii) fees to attorneys and licensed representatives for services in connection with any Workers' Compensation proceedings or Workers' Compensation Appeal Board actions or as awarded by the Workers' Compensation Board; (iv) fees to physicians, surgeons, laboratories, clinics and hospitals for examination or treatment of employees; (v) the cost of surveillance; (vi) the cost of employing experts for the purpose of appraisals, survey, map preparation, diagrams, chemical or physical analysis or the solicitation of expert advice or opinions in involved chemical, physical or legal questions; (vii) the cost of copies of transcripts from proceedings and depositions; (viii) the cost of court reporters or any permissible method of recording a deposition or proceeding and other similar costs (ix) the cost of copying of hospital and medical records (x) the cost of Independent Medical Exams (xi) the cost of DRG audits, (xii) the cost of Medicare Set Aside agreements regarding Section 32 settlements, (xiii) any costs necessitated by

compliance with any changes in statutory or regulatory language or requirements or industry changes applicable to self-insured employers. All appointments referenced in (iii), (iv), (v), (vii), (viii) and (xi) all appointments shall be made by the Contractor from a list of individuals and firms pre-approved by the Department.

(f) Tail Claim shall mean any Claim with a loss date before May 15, 2009 and that was reported on or before May 31, 2009.

2. Term. This Agreement shall commence on January 1, 2015 and terminate on December 31, 2019, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional two (2) year periods.

3. Services. The services to be provided by the Contractor under this Agreement shall consist of case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, and other such similarly situated claiming individuals of Nassau County, and as more fully described in the attached Exhibit A (the "Services").

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services provided during each year of this Agreement shall not exceed the amounts set forth and payable in accordance with the fee schedule attached as Exhibit B. Except as specifically provided in Exhibit B, all fees are inclusive of all costs, expenses and disbursement incurred by the Contractor in performing the Services hereunder.

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

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

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

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

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit

the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

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

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

(d) Protected Information. The Contractor acknowledges and agrees that all Worker's

Compensation claims and other personal or medical information that the Contractor acquires in connection with the performance and administration of this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent, (iii) in accordance with the law, or (iv) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

8. Ownership of Patents, Trademarks and Copyrights; Infringement. (a) Upon execution of this Agreement, any reports, documents, data, photographs and/or other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format related to such items, shall become the exclusive property of the County.

(b) Any reports, documents, data, photographs and/or materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "works-made-for-hire", the Contractor hereby irrevocably transfers, assigns and conveys to the County, free and clear of any liens, claims or other encumbrances, exclusive copyright ownership in and to the Copyrightable Materials. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall not be used by the Contractor for any purpose without the prior written permission of the County.

(c) The Contractor shall indemnify and hold harmless the County and all of its Officer, employees and agents ("Indemnified Parties") against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for infringement by the Contractor of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphs, charts, methodologies, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the scope of Services or work.

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

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

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

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs,

expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than Three Million Dollars (\$3,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

16. 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.

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

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

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

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

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


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

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


[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

TRIAD GROUP, LLC

By: 
Name: Victoria Z. Manos
Title: President
Date: 2/10/15

NASSAU COUNTY

By: 
Name: Charles E. Leland
Title: County Executive
☒ Deputy County Executive
Date: 5/15/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU) Rensselaer

On the 10th day of February in the year 2015 before me personally came Victoria E. Manes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Rensselaer; that he or she is the President of Triad Group LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Margaret C. Lill
NOTARY PUBLIC

MARGARET C. LILL
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01LI6232618
My Commission Expires Dec. 13, 2018

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 19 day of May in the year 2015 before me personally came Charles R. Mondo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the 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

Concetta A. Petrucci
CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6250026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT A

1. General

- a. Provide claims administration services for workers' compensation cases.
- b. Maintain file and records for all claim files, including adjuster claim notes.
- c. Maintain records necessary for the defense of the claims at Workers' Compensation Board hearings.
- d. Aggressively pursue relief from the Special Funds (i.e. WCL §§15-8, 25-A, 14-6, etc.) and identify and conduct the subrogation activities and pursue third party liens.
- e. Provide claim loss and management reports on a regular basis, as further described in Section 5 "Reporting Requirement" described below.

2. Claim Services

- a. Examine and review all claims that are submitted, create a file for each claim, and contact all claimants.
- b. Determine the quality of the claim, whether the claim is compensable, and advise the County of Contractor's determination.
- c. Set the appropriate reserves or estimated value for each case and provide process used.
- d. Assign medical case management when necessary.
- e. Make sure all compensable claims for medical services and for medications meet, or fall below, authorized Workers' Compensation Law fee and treatment schedules.
- f. Appropriate medical personnel must review claimants' treatment plans to ensure that the plans are related to the claimed injury/illness and authorized as per the current Medical Treatment Guidelines.
- g. Review all prescription medications claimed by the claimant to make sure that prescriptions paid by the County are related to the claimed injury/illness and charges for all treatments and medications are in accordance with the appropriate fee schedules. Reject or modify all bills where warranted.
- h. Prepare and file all required forms with the New York State Workers' Compensation Board, and all forms relating to other local, state, or federal requirements, including, but not limited to, HIPAA and the Health Care Reform Act of 2000 (HCRA).
- i. Regularly contact and maintain communications with and otherwise support the County's counsel at Workers' Compensation Board hearings.
- j. Prepare the litigation files for the defense of the claim at Workers' Compensation Board hearings.
- k. Schedule Independent Medical Exams, when necessary.
- l. Provide monthly and other regular and ad hoc reports as requested by the County's Risk Management Unit, the County Attorney's office, the Nassau County Comptroller's office and the Nassau County Treasurer's office.

- m. Assist the County with budgetary projections on the cost of the Workers' Compensation program.
- n. Provide access to and coordinate the implementation, where required to do so, of a Preferred Provider Organization (PPO) Network certified in New York City, Rockland, Westchester, Nassau, and Suffolk Counties. Bidders must describe in detail how this will be accomplished on a mandatory and non-mandatory basis.
- o. Provide recommendations to the County, including, where appropriate, financial and actuarial analyses for lump-sum settlements of workers' compensation cases.
- p. Process lump-sum settlement checks to the claimant and the claimant's attorney(s) (as directed by the Workers Compensation Board) through the regular Workers Compensation Indemnity payment process.
- q. Provide the County a plan for the review of cases to determine where a lump-sum settlement of an individual case would be in the best interests of the County.
- r. Provide a plan for the review of all existing cases in or to design a comprehensive plan for lump-sum settlements in appropriate cases.

3. Claims Management System

- a. Permit secure online access to the Contractor's Claim Management System by designated County representatives for claim file review, case research, case financials, ad hoc reporting, and specified monthly reports.
- b. Provide secure access for the County's investigative units for the purpose of conducting investigations, inputting commentary and reviewing case histories.
- c. Provide various levels of authorized access.
- d. Meet all security requirements established by the County Comptroller's office, IT department, Office of Risk Management, and County Attorney's office.
- e. Provide scheduled monthly export file or download of specified data elements of all files to the County's Risk Management Information System.
- f. Accept on-line claims.
- g. Provide standard worker's compensation forms on the Contractor's web page.
- h. Maintain case note documentation that is current, accurate and accessible to designated County users and provide the ability for designated County users to input case notes.
- i. Track and report medical expenses and savings by claim and aggregate totals. Comply with New York State and Nassau County medical fee schedules and treatment guidelines.
- j. Track and manage Tail claims.
- k. Track and manage all claims that are medical only, medical and lost time, and those cases with no medical expenses or lost time ("Incident Reports only")
- l. In order to ensure consistency of data between the Contractor's system(s) and the County's system(s), the Contractor will store the County's department coding, employee name and responsibility center codes and provide the ability to filter and sort reports based on these elements. The Contractor will accept regularly scheduled updates of these and other designated data elements from the County.

4. Investigative Services

- a. Conduct investigations on all claims to determine their validity.
- b. Determine if additional investigations such as surveillance are necessary and assign that surveillance. The Contractor shall draft and implement a plan regarding the triggers it will employ to determine when investigative services are warranted.

5. Reporting Requirements

All reports shall be current, accurate, and provided on a timely basis. The Department will provide a list of required regularly scheduled weekly and monthly reports. Reports that will be required include, without limitation, the following:

- Closed Claims
- Claims Pending
- New Claims Reported
- Reopened Claims
- Paid Loss Report
- Case Reserves
- Cause of Loss
- Expense Reports
- Day of Loss Report
- Claims by type
- E-Forms
- E-Case (County Attorney Legal Application)
- Payment Reports
- Medical Check Runs
- Indemnity Check Runs
- Partial Permanent Disability Check Runs
- Financial Register by County Department
- OSHA/PESH Reports
- Safety Analysis Reports
- Claims by County Department/Agency
- Individuals with Multiple Claims

Reports must be provided in Microsoft Excel file format as well as PDF file format. Monthly defined reports and Performance Measurement reports will be provided on or before the 10th of each month. In addition, the Contractor shall provide access to its system and train designated County employees to create specific ad hoc reports through a user friendly interface. These reports may be requested at any time depending on the need of different levels of County government.

6. Miscellaneous

- a. The Contractor shall provide training for County employees who are granted

- access to its system. Training should include, but not be limited to, inquiries, notes, documentation, report generation, and diary maintenance.
- b. The Contractor shall provide procedure and process training to County employees as needed (e.g., changes to New York State Workers' Compensation Laws and/or regulations).
 - c. The Contractor shall adapt its services to comply with present and future County forms including, but not limited to, claim vouchers and supplemental vouchers.
 - d. The Contractor shall be responsible for all costs associated with the transfer of all claims information and documentation from the County's system to its own claims system.
 - e. The Contractor shall maintain closed files for a period of six (6) years or longer if required by law.

7. Staffing

The Contractor shall provide the following staffing requirements:

- a. The Contractor shall engage the services of an attorney as in-house counsel. The attorney must have at least ten (10) years' experience in representing self-insured municipal employers in New York State
- b. Contractor's operational hours must minimally match the Nassau County core working hours of 9:00 am - 4:45 pm (Eastern time zone), Monday through Friday.
- c. The Contractor shall provide full time licensed adjusters dedicated to the Nassau County account. The adjusters must have a minimum of seven (7) years' experience in workers' compensation claims for large municipal employers in New York State.
- d. The Contractor shall have at least one (1) nurse on staff that is familiar with catastrophic injury cases. The nurse must have at least five (5) years' experience in consulting on "job related" injury claims of uniformed services (i.e. Police, corrections, Fire Commission, etc.)
- e. The Contractor shall have hearing preparation staff to represent or otherwise assist Nassau County at Workers' Compensation Board hearings.

8. Other Services To Be Provided

The Contractor shall work with the Department and the County Attorney's office on the following additional services:

- a. Subrogation recoveries.
- b. New York State assessments.
- c. Interface with the New York State Workers' Compensation Board and the New York State Insurance Department.
- d. Provide designated Nassau County staff with training seminars on any changes to New York State Workers' Compensation laws, regulations, and policies.
- e. The Contractor shall participate in daily, weekly, monthly and ad hoc meetings. The Contractor's participants must be familiar with the related departments,

- claims, and reports being discussed at any such meeting.
- f. The Contractor shall meet monthly with Nassau County's assigned defense counsel to discuss cases appearing before the Workers' Compensation Board.
 - g. The Contractor shall meet quarterly with the Department to discuss reports and track actual workers' compensation expense performance to the Nassau County workers' compensation budget.
 - h. The Contractor shall participate in monthly on-site meetings with selected departments.
 - i. The Contractor shall bear responsibility for issuance of late payments and penalties caused by its error and or mis-scheduling.
 - j. The Contractor shall be responsible for all postage expenses related to all of the Services provided.
 - k. The Contractor shall actively participate with Nassau County in undertaking Risk Management related workers' compensation projects.
 - l. The Contractor shall work with the Department in developing the County's annual workers' compensation budget.
 - m. Provide access to industrial hygiene services.

The Contractor shall also demonstrate expertise in the following areas:

- Liability claims
- HIPAA requirements
- Third party settlements
- Excess loss recoveries
- Family Medical Leave Act (FMLA)
- American Disabilities Act (ADA)
- Health Care Reform Act (HCRA)
- Municipal account experience
- Labor and union contracts as they relate to general municipal law especially as it pertains to 207c
- Disability criteria
- Fraud awareness programs
- Nurse case management
- Retirement/Disability
- Managed care
- Light duty assignments
- Subrogation lien enforcement
- Partial permanent disability settlements
- Section 32 lump sum settlements
- Negotiation of claim settlement amounts

9. Other

- a. The Department, Comptroller's Department, and County Attorney's Office, with full cooperation of the Contractor, may:

- i. Perform periodic audits of Contractor's records, processes, and procedures which may include:
 - 1. Interviews with Contractor's staff.
 - 2. Review of procedural documentation.
 - 3. Assurance that the Contractor is adhering to all documented policies and procedures.
 - 4. Random claim record reviews
 - 5. Claims fiduciary liability objectives
 - ii. Review performance targets and continuous process improvement initiatives
- b. Cooperation and coordination with County legislation and New York State Workers' Compensation requirements
- c. The Contractor shall respond to County's e-mails and voice mails within twenty-four (24) business hours of receipt

EXHIBIT B

Flat Fee Pricing for Claims Administration and Management:

2015	\$94,000.00 per month
2016	\$95,000.00 per month
2017	\$95,000.00 per month
2018	\$97,000.00 per month
2019	\$97,000.00 per month
2020	\$99,000.00 per month
2021	\$102,000.00 per month

The above Flat fee(s) shall include all services for all claim types inclusive of, but not limited to:

- New Claims Management (Lost Time, Medical Only, and Incident Only)
- Tail Claims Management
- Catastrophic Case Management
- Medical Bill Review
- Nurse Case Management
- Medical Treatment Guidelines Variance Request (MG2) Denials
- HCRA Reporting
- Medicare Secondary Reporting
- Medical Treatment Guideline Responses
- OSHA logs
- Outreaches and Training
- 15-8 indemnity reimbursement requests
- 25-A reimbursement requests
- 3rd party lien negotiation
- Ad hoc and standard reports
- Meetings as described in this Agreement and/or as requested by the County

Optional Services:

1. Loss transfer applications: 20% of Recovery
2. 15-8 medical reimbursement requests: 20% of Recovery
3. Lump sum settlement negotiations \$1,000.00 per each completed settlement

Additional Services required as a result of a change in law: In the event there is a change in law that requires the Contractor to perform additional services related to the Services performed under this Agreement, the Contractor and the County will negotiate in good faith to negotiate necessary rate adjustments.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

VICTORIA ZMANOS (Name)

TRIAD GROUP 185 Jordan Rd Troy NY 12180 (Address)

800 337 7419 x120 (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.

2/10/15
Dated

Victoria Zmanes
Signature of Chief Executive Officer

Victoria Zmanes
Name of Chief Executive Officer

Sworn to before me this

10th day of February, 2015
Margaret C. Lill
Notary Public

MARGARET C. LILL
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01LI8232618
My Commission Expires Dec. 13, 2018

Contractor Evaluation Form

Contract Number: CQBU15000007

Contract Name: Triad Group, LLC

Service Provided: Management of Workers' Compensation claims

Evaluation Period: From: 1/1/2015 To: 11/30/2019

Evaluator's Name, Title, Phone #: Steven Munzing, Program Coordinator,
(516) 571-0799

Date: December 9, 2019

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.

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

Do you recommend the contractor for future contracts? Yes

Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to requests?
- Is the vendor positively responsive to special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - Staff?
 - Other Nassau County departments?
 - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
 - Is the vendor pro-active in anticipating and avoiding or mitigating problems?
 - Does the vendor satisfactorily overcome or resolve problems?
 - Does the vendor provide prompt notification of problems to staff?
 - Does the vendor provide effective solutions?
 - Does the vendor take prompt corrective action?
-