



Certified: --

E-84-22

Filed with the Clerk of the Nassau County
Legislature on July 11, 2022 2:07pm

NIFS ID: CLSS22000003

Capital:

Contract ID #: CQSS17000001

NIFS Entry Date: 03/01/2022

Department: Social Services

Service: Process Serving Services

Term: from 01/01/2022 to 12/31/2022

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: ONE WORLD JUDICIAL SERVICES INC	ID#: 113514845
Main Address: 172 BROOK AVENUE SUITE A DEER PARK, NY 11729	
Main Contact: SUE CORTINA	
Main Phone: (631) 667-8260	

Department:
Contact Name: Helen Mary Tyszka
Address: 60 Charles Lindbergh Blvd. Uniondale, NY 11553
Phone: (516) 227-7452
Email: helenmary.tyszka@hhsnassaucountyny.us, joanne.oweis@hhsnassaucountyny.us

Contract Summary

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

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

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

Description of General Provisions: The Contractor shall provide the Department with personal service of summonses in

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

Impact on Funding / Price Analysis: Federal 66% State 0% County 34% Line 11

Federal 33% State 33% County 34% Line 12

Change in Contract from Prior Procurement: No change.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3500	DD	SSGEN3500	DD511	SSGEN3500 DD511	12	\$2,000.00
						TOTAL	\$32,000.00	
GEN	20	2800	DE	SSGEN2800	DE511	SSGEN2800 DE511	11	\$30,000.00
						TOTAL	\$32,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$10,880.00
		Federal	\$20,460.00
		State	\$660.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$32,000.00
Renewal			
% Increase			
% Decrease			

Routing Slip

Department			
NIFS Entry	Helen Mary Tyszka	03/03/2022 04:26PM	Approved
NIFS Final Approval	Nancy Nunziata	03/03/2022 04:29PM	Approved
Final Approval	Nancy Nunziata	03/03/2022 04:29PM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	03/04/2022 10:21AM	Approved
RE & Insurance Verification	Nick Sarandis	03/16/2022 02:02PM	Approved
NIFS Approval	Daniel Gregware	03/17/2022 05:11PM	Approved
Final Approval	Daniel Gregware	03/17/2022 05:11PM	Approved
OMB			
NIFS Approval	Irina Sedighi	03/11/2022 09:45AM	Approved
NIFA Approval	Irfan Qureshi	03/14/2022 09:19AM	Approved
Final Approval	Irfan Qureshi	03/14/2022 09:19AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	04/25/2022 11:35AM	Approved
DCE Compliance Approval	Robert Cleary	05/26/2022 04:52PM	Approved
Vertical DCE Approval	Anissa Moore	05/31/2022 10:24AM	Approved
Final Approval	Anissa Moore	05/31/2022 10:24AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/11/2022 01:58PM	Approved
Legislature			
Final Approval			In Progress

Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

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

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

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

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2022, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and One World Judicial Services, Inc, a corporation established under the laws of the State of New York, having its principal office at 172 Brook Avenue, Suite A, Deer Park, New York, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS17000001 between the County and the Contractor, executed on behalf of the County on May 15, 2017, and as amended by the amendment executed on behalf of the County on January 1, 2018 (collectively, the "Original Agreement"), the Contractor provides service of legal process services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS; the term of the original Agreement is from January 1, 2017 through December 31, 2021, (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Five Hundred Thousand Dollars and 00/100 (\$500,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire and extend the term of the Original Agreement.

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

1. Term Extension. The Original Agreement shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2022.

2. Compliance with Law. Section 6. Compliance with Law of the Original Agreement shall be amended to add the following:

- 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.
- g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
 - i. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
 - ii. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
 - iii. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
 - iv. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
 - v. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance


- under this Agreement; and
- vi. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under 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.

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ONE WORLD JUDICIAL SERVICES, INC.

By:  _____

Name: SUE CORTINA

Title: PRESIDENT

Date: JANUARY 5, 2022

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE IN

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ SUFFOLK

On the 5th day of JANUARY in the year 2022 before me personally came SUE CORTINA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of ONE WORLD JUDICIAL SERVICES INC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

JENNIFER SIMMONS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6332918
Qualified in Suffolk County
My Commission Expires 11-09-2023



Nassau County Interim Finance Authority

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

1. Vendor: ONE WORLD JUDICIAL SERVICES INC

2. Amount requiring NIFA approval: \$32,000.00

Amount to be encumbered: \$32,000.00

Slip Type: 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: 01/01/2022 to 12/31/2022

Has work or services on this contract commenced? Yes

If yes, please explain: We are mandated to provide this service.

4. Funding Source:

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

Federal %	63.94
State %	2.06
County %	34

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

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

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
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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

03/14/2022

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.

Elaine Phillips
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: One World Judicial Services, Inc.

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

FEDERAL TAX ID #: 113514845

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by 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, 2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued.

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

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

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

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

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

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

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

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

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

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

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

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to 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
3/3/22

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?

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:
Sue Cortina [SC@ONEWORLDJUDICIAL.COM]

Dated: 12/27/2021 07:11:33 PM

Vendor: One World Judicial Services Inc

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Sue Cortina [SC@ONEWORLDJUDICIAL.COM]

Dated: 12/27/2021 06:04:00 PM

Vendor: One World Judicial Services Inc

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Sue Cortina
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country:

Business Address: PO BOX 776
City: DEER PARK State/Province/Territory: NY Zip/Postal Code: 11729
Country: US
Telephone: 6316678260

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone: 6316678260

List of other addresses and telephone numbers attached

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

President	09/07/1999	Treasurer	09/07/1999
Chairman of Board	09/07/1999	Shareholder	09/07/1999
Chief Exec. Officer	09/07/1999	Secretary	09/07/1999
Chief Financial Officer	09/07/1999	Partner	
Vice President	09/07/1999		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ 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.

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, SUE CORTINA , 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, SUE CORTINA , 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.

ONE WORLD JUDICIAL SERVICES INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
SUE CORTINA [SC@ONEWORLDJUDICIAL.COM]

PRESIDENT

Title

03/01/2022 07:52:26 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: 12/27/2021

1) Proposer's Legal Name: ONE WORLD JUDICIAL SERVICES INC

2) Address of Place of Business: 172 BROOK AVENUE SUITE A

City: DEER PARK State/Province/Territory: NY Zip/Postal Code: 11729

Country: US

3) Mailing Address (if different): PO BOX 776

City: DEER PARK State/Province/Territory: NY Zip/Postal Code: 11729

Country: US

Phone: (631) 667-8260

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

4) Dun and Bradstreet number: 0

5) Federal I.D. Number: 113514845

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

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

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISES, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY

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

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;

09/07/1999

- 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.

First Name	SUE				
Last Name	CORTINA				
MI		Suffix			
Address	172 BROOK AVENUE SUITE A				
City	DEER PARK	State/Province/Territory	NY	Zip/Postal Code	11729
Country	US				
Position	PRESIDENT				

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

First Name	SUE				
Last Name	CORTINA				
MI		Suffix			
Address	172 BROOK AVENUE SUITE A				
City	DEER PARK	State/Province/Territory	NY	Zip/Postal Code	11729
Country	US				
Position	PRESIDENT				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

4

vi) Annual revenue of firm;

1100000

vii) Summary of relevant accomplishments

We provided services for NYS Attorney General, Town of North Hempstead, Town of Southampton, Suffolk County CPS

1 File(s) Uploaded: historyowjs2.pdf

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

1 File(s) Uploaded: DCCOMPLAINCE.pdf

B. Indicate number of years in business.

19

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

WE HAVE BEEN IN BUSINESS FOR OVER 19 YEARS WITH 30 YEARS OF COMBINED EXPERIENCE. WE ARE FULLY LICENSED AND INSURED AND WE HAVE MANY DEALINGS WITH COUNTY AND STATE PROCESS SERVING AGENCIES INCLUDING SUFFOLK COUNTY AND THE ATTORNEY GENERAL OF THE STATE OF NEW YORK. WE HAVE BEEN IN GOOD STANDING WITH ALL AGENCIES. WE HAVE OVER 25 LOCAL PROCESS SERVERS AND DEAL WITH WELL OVER 100 PROCESS SERVERS THROUGHOUT THE STATE OF NEW YORK AND NATIONWIDE

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

Company SUFFOLK COUNTY DEPT OF CHILD PROTECTIVE SERVICE

Contact Person Jessica McMaster

Address 3455 VETERANS MEMORIAL HWY 3RD FLR

City RONKONKOMA State/Province/Territory NY

Country US

Telephone (631) 854-9152

Fax # (631) 854-9300

E-Mail Address Jessica.McMaster@dfa.state.ny.us

Company Ferro Kuba Mangano Sklyar PC

Contact Person William Ferro

Address 825 VETERANS MEMORIAL HWY

City HAUPPAUGE State/Province/Territory NY

Country US

Telephone (631) 581-9494

Fax #

E-Mail Address WFerro@ferrokuba.com

Company	The Legal Aid Society		
Contact Person	Aida Ramos		
Address	199 Water Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 577-3378		
Fax #			
E-Mail Address	ARamos@legal-aid.org		

I, Susan Cortina , 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, Susan Cortina , 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.

Name of submitting business: One World Judicial Services Inc.,

Electronically signed and certified at the date and time indicated by:
Susan Cortina [SC@ONEWORLDJUDICIAL.COM]

President
Title

04/12/2022 10:43:10 AM
Date

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

JUL 27 '16 12:46PM

RCUD BY LEGAL

DEPARTMENT OF CONSUMER AFFAIRS,

CONSENT ORDER

NYC DCA

Complainant,

-against-

ONE WORLD JUDICIAL SERVICES, INC.,

Violation No. 05401660

License No. 1310235

Respondent.

(Process Serving Agency)

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

INJUNCTIVE RELIEF

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

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

Monthly Record Reviews

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

Disciplinary Actions

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

FINES

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

MISCELLANEOUS

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

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

EFFECTIVE DATE

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

BREACH OF THIS CONSENT ORDER

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

Agreed to by One World Judicial Services, Inc.

By:



Signature

Date

7/25/2014

Accepted for the Department of Consumer Affairs

By: Diana DiDomenico

Title: Legal Operations Coordinator



Signature

7/27/16

Date

One World Judicial Services Inc (OWJS) is a full service process serving/court service agency that has over 30 years combined experience and is located in Deer Park NY (Long Island). OWJS is a New York Certified Women Owned Business and a New York State Small Business who has been in business since 1999. OWJS has held The State of New York Office of the Attorney General for New York City/Long Island contract for over 9 years. OWJS has multiple private clients locally, statewide and nationally as well as multiple public sectors. OWJS has been the contractor for Suffolk County since 2013 for the Economic and Development Division, as well as for The Suffolk County Attorney Department of Law, The Suffolk County Department of Child Protective Services, The Suffolk County Department of Health and Mental Hygiene and The Suffolk County Child Support Enforcement Bureau. The Suffolk County Child Support Enforcement Bureau serves process Statewide, Nationwide, Canada and if needed, International. OWJS has also been awarded the Contract with The Attorney General for the State of New York (first contract awarded approx. 2009) and most recent from February 1, 2014- January 31, 2019. Our recent contract was awarded with Nassau County Department of Social Services in January 2017 which also requires service to be made Statewide, Nationwide, Canada and if needed, International. Other clients include, The Legal Aid Society in the five Boroughs, which requires service of process Statewide and Nationwide, New York State Department of Health Division of Legal Affairs Bureau of Professional Medical Conduct, and Pension Benefit Guaranty Corporation- Office of the Chief Counsel in Washington DC. The New York State Department of Health Division of Legal Affairs Bureau of Professional Medical Conduct requires In Hand service of process Locally, Statewide and Nationwide and Canada. OWJS also has over 300 private sector clients that requires service of process Locally, Statewide and Nationwide. OWJS is licensed by the New York City Department of Consumer Affairs (License 1310235) and is fully insured. With our advanced technology, we provide a date and time stamped GPS encoded photo on every attempt for services made within the five boroughs, Nassau and Suffolk Counties. OWJS also has a website that requires a user name and password which can be accessed that will enable the client to view the photo as well as retrieving the affidavits of service on line. OWJS has over 25 (local) servers that are well versed in the rules of governing process in the State of New York. OWJS employs a diligent and competent office staff of 6 who are fully knowledgeable with service of process in relation with federal state, local laws and rules. OWJS has over 100 affiliated servers Statewide and Nationwide that are used on a consistent and daily basis. These affiliated servers outside of New York are knowledgeable with the New York State rules but are reminded in detail when work is distributed. OWJS are members of numerous nationwide process serving associations as well as Statewide which allows us to use numerous servers in a particular venue.

Every case is handled with care and efficiency that guarantees due diligence. OWJS specializes in service of process and litigation support covering the following areas: personal injury, matrimonial, real estate, workers compensation, estate planning and administration, family court petitions and orders, subpoenas, order to show cause, summons, debt collection, Mental Health Law and more. When assigning work to servers, it is MANDATORY that the server not only speak to occupants, but neighbors and tenants as well within the household. The services must be detailed with dates, times, retrieving any license plate numbers and names of any individuals spoken with. Without violating any privacy laws, discretion is mandatory, if they are speaking anyone other than the defendant. Servers are also required to try to obtain employment information and/or a phone number or a more current address for the defendant if they are no longer residing at the address provided. Our office then follows up with the servers 4 times per week to see how the status of a case is progressing.

COUNTY OF NASSAU

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

1. Name of the Entity: One World Judicial Services Inc

Address: 172 Brook Avenue, Suite A

City: Deer Park State/Province/Territory: NY Zip/Postal Code: 11729

Country: US

2. Entity's Vendor Identification Number: 113514845

3. Type of Business: Other (specify) S CORPORATION

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>SUSAN</u>		
Last Name	<u>CORTINA</u>		
MI		Suffix	
Address	<u>172 BROOK AVENUE SUITE A</u>		
City	<u>DEER PARK</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11729</u>
Country	<u>US</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.

Susan Cortina (shareholder 100%) 172 Brook Avenue, Suite A Deer Park NY 11729

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.

NONE

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

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

(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:

SUSAN CORTINA [SC@ONEWORLDJUDICIAL.COM]

Dated: 05/09/2022 12:35:50 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2022

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			UDC4365171 BOP 22	01/11/22	01/11/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ incl GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

If required by written contract or permit the following are included as additional insured per form BOPE5422CW (0215): County of Nassau and the Nassau County Department of Social Services.

CERTIFICATE HOLDER Nassau County Department of Social Servcies 60 Charles Lindbergh Blvd, Ste 160 Uniondale, NY 11553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

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

POLICYHOLDER ONE WORLD JUDICIAL SERVICES INC 172 BROOK AVE SUITE A DEER PARK NY 11729		CERTIFICATE HOLDER NASSAU CNTY DEPT SCL SVCES 60 CHARLES LINDBERGH BLVD 160 UNIONDALE NY 11553	
POLICY NUMBER 11457 826-4	CERTIFICATE NUMBER 279888	POLICY PERIOD 06/03/2021 TO 06/03/2022	DATE 12/27/2021

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 132286341



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)

ONE WORLD JUDICIAL SERVICES INC
PO Box 93
172 BROOK AVENUE, SUITE A
DEER PARK, NY 11729

1b. Business Telephone Number of Insured

631 667-8260

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

113514845

Work Location of Insured (Only required if coverage is specifically limited to
certain locations in New York State, i.e., Wrap-Up Policy)

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

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

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

DBL255551

3c. Policy effective period

06/01/2020

to

05/31/2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 12/22/2020

By

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

Telephone Number 516-829-8100

Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

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

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Chief Procurement Officer

From: Nancy Nunziata, LMSW
Commissioner, Social Services 

Date: March 2, 2022

Subject: Legal Process Services – One World Judicial Services, Inc.
NIFS ID: CLSS22000003

The Department of Social Services is seeking to enter into the above referenced amendment for Legal Process Services Services extending the term for one year (1/1/22- 12/31/22).

This contract has been delayed from continuous processing due to the following factors upon information and belief:

- Approval of 2022 County Budget
- Uploading of 2022 funding into the County financial systems


We appreciate your consideration in reviewing this Delay Memorandum and continuing its processing.

Doc ID #157466



COUNTY OF NASSAU
Inter-Departmental Memo

To: Budget Office

From: Helen Mary M. Tyska 
Administrative Officer I
Department of Social Services

Date: 2 March 2022

Subject: Amendment for Process Serving Services
One World Judicial Services, Inc.

Pursuant to Section 32 of the Collective Bargaining Agreement, CSEA Nassau Local 830 CSEA of the Civil Service Employees Association, Inc., Local 100, AFSCME, AFL-CIO was notified of the Department of Social Services' interest in contracting with the above vendor. This letter sent to Mr. Ron Gurrieri, President, CSEA Local 830 Nassau was dated February 8, 2022, notified him of the Amendment with a copy to the Nassau County Office of Labor Relations.

No response from the Union was received.

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

Doc ID# 157772





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7471 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

February 8, 2022

Via Email (rgurrieri@csea830.org)

Ron Gurrieri, President
CSEA Nassau Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Amendment for Legal Process Services
One World Judicial Services, Inc,

Dear Mr. Gurrieri:

Pursuant to Section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering extending the term for contractual services through December 31, 2022 with the above vendors. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including, but not limited to, exhibits, appendices and/or other related attachments.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne L. Oweis".

Joanne L. Oweis
Deputy County Attorney

cc: Glen Tuifel, Vice President CSEA Nassau Local 830
Rich Dopkin Vice President CSEA Nassau Local 830
Jason Perkowsky DSS Unit President CSEA Nassau Local 830
Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Ross Bratin, Assistant Director, Office of Labor Relations
Nancy Nunziata, LMSW, Commissioner, DSS
Sunita Manjrekar, Deputy Commissioner, DSS
Rudolph Carmenaty, Deputy Commissioner, DSS
Helen Mary M. Tyszka, Administrative Officer I, DSS

Enclosure
#157412



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686

Contractor Evaluation Form

Evaluation Period: January 1, 2021 to December 22, 2021

Vendor Name: One World Judicial Services
Service Provided: Process Server
Evaluator's Name, & Title: **Darrian Strong**, Director of Child Support Enforcement
Date: December 22, 2021

As a requirement of our contract process, we are asking you to evaluate the contractor's performance for the evaluation period based on the factors below. Additionally, provide your overall assessment of contractor performance, the recommendation for future contract use, and, if applicable, the last question.

Descriptions of the rating factors are located on the back of this form: additional comments may be provided on a separate sheet.

Factor	Unsatisfactory	Poor	Fair	Good	Excellent
Quality of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost Effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Responsiveness to DSS Requests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of Complaints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Problem Resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overall Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

If you rated the Overall Performance at "Fair" or lower **AND** you are recommending the contractor for future contracts, please explain:

The vendor has performed less than expected.
Process service is poor and often incomplete.
Situation has been mitigated.

Evaluator's Signature [Signature] Date 1/5/22

We recommend you save a copy of the completed form before returning to Helen Mary Tyszka, Unit 0110 by January 5, 2021.

Performance Evaluation Scale Descriptions

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

Rating Factors Descriptions

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 embraces service and program goals?
- Is positive feedback received from customers served and DSS 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 DSS Requests

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

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - DSS 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 DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

AMENDMENT NO. I

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

WITNESSETH:

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

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

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

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

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

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

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

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

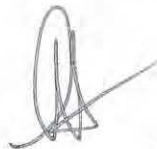
term of this Amended Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00), payable for services rendered during the first year of the renewal term, the period January 1, 2018 through December 31, 2018. Thereafter, the Department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

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

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ONE WORLD JUDICIAL SERVICES, INC.



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

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)

SUFFOLK

On the 7 day of NOVEMBER in the year 2017 before me personally came SUSAN CORTINA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of ONE WORLD JUDICIAL SERVICES INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



JENNIFER SIMMONS
NOTARY PUBLIC-STATE OF NEW YORK

No. 01SI6332918

Qualified in Suffolk County

My Commission Expires 11-09-2019

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

WITNESSETH:

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

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

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

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

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

2. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services. Claim documentation must reflect the number of successful and attempted service of summons, and locate service after attempted service of summons, for the billing period. (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

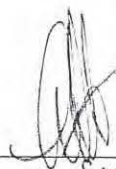
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

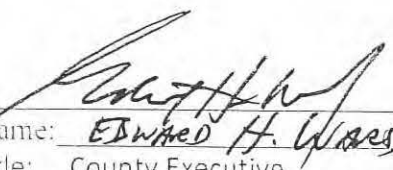
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

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

ONE WORLD JUDICIAL SERVICES, INC.

By: 
Name: SUSAN CORTINA
Title: PRESIDENT
Date: 12-8-2016

NASSAU COUNTY

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

☒ Deputy County Executive

Date: 5/15/17

PLEASE EXECUTE IN BLUE INK

130876

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

JACLYN DELLE

Notary Public State of New York

No. 0205500114

Qualified in Nassau County

Commission Expires on June 2, 2018

STATE OF NEW YORK)

SUFFOLK)ss.:

COUNTY OF ~~NASSAU~~)

On the 9 day of DECEMBER in the year 2016 before me personally came SUSAN CORTINA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of ONE WORLD JUDICIAL SERVICES INC; the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC