



Certified: --

E-33-23

NIFS ID: CQSS23000001

Capital:

Contract ID #: CQSS23000001

NIFS Entry Date: 01/02/2023

Department: Social Services

Service: Investigation Services

Term: from 01/01/2023 to 12/31/2027

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	No
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: TruView BSI, LLC DBA: TruView BSI, LLC	ID#: 820684693
Main Address: 225 Broadhollow Rd. Melville, NY 11747	
Main Contact: Nicholas Auletta	
Main Phone: (516) 289-0273	

Department:
Contact Name: Reena Carnevale
Address: 60 Charles Lindbergh Blvd. Uniondale, NY 11553
Phone: (516) 227-8833
Email: reena.carnevale@hhsnassaucountyny.us,joanne.oweis@hhsnassaucountyny.us

Contract Summary

Purpose: The vendor provides welfare fraud investigations services: the collection, verification, recording and evaluation of factual information, utilizing a variety of methods, to assist the County in identifying over payments to recipients or service providers or potential fraud in the provision or receipt of, or application for welfare benefits, services or payments. Welfare fraud is a specific type of fraud defined by NYS Social Services laws and NYS Penal Law. The Contractor investigates fraud cases involving potential felony level criminal investigations only (high level, complex fraud cases).

Method of Procurement: RFP SS1003-2239

Procurement History: DSS has contracted with Truview BSI, LLC since 2017. It is the successor to Summit Security Services, Inc. DSS had contracted with Summit Security Services, Inc. since May 2009.

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County

Department of Social Services (the Department).
Impact on Funding / Price Analysis: Federal 50% State 20% County 30% At this time, the Department will be partially encumbering funds for the period of 1/1/23 to 12/31/23 in the sum of \$844,168.00.
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	20	2150	DE	SSGEN2150	DE500	SSGEN2150 DE500	01	\$844,168.00
						TOTAL	\$844,168.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$253,250.00
Federal	\$422,084.00
State	\$168,834.00
Capital	\$0.00
Other	\$0.00
Total	\$844,168.00

Routing Slip

Department			
NIFS Entry	Reena Carnevale	01/03/2023 09:22AM	Approved
NIFS Final Approval	Nancy Nunziata	01/10/2023 04:20PM	Approved
Final Approval	Reena Carnevale	01/20/2023 09:53AM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	01/24/2023 03:22PM	Approved
RE & Insurance Verification	Andrew Amato	01/20/2023 10:15AM	Approved
NIFS Approval	Mary Nori	01/25/2023 04:50PM	Approved
Final Approval	Thomas Montefinise	03/16/2023 04:46PM	Approved
OMB			
NIFS Approval	Irina Sedighi	01/20/2023 10:05AM	Approved
NIFA Approval	Irfan Qureshi	01/20/2023 10:35AM	Approved
Final Approval	Irfan Qureshi	01/20/2023 10:35AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/26/2023 10:22AM	Approved
DCE Compliance Approval	Robert Cleary	02/06/2023 04:14PM	Approved
Vertical DCE Approval	Anissa Moore	02/10/2023 12:30PM	Approved
Final Approval	Anissa Moore	02/10/2023 12:30PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/27/2023 12:23PM	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. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, AND TRUVIEW BSI, LLC.

WHEREAS, the County negotiated a personal services agreement with TruView BSI, LLC to provide welfare fraud investigations services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2023 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 and (ii) TruView BSI, LLC having its principal office at 25 Newbridge Road Suite 210 Hicksville, NY 11801 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2023 and terminate on December 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of Welfare Fraud Investigation Services (the "Services"). Welfare Fraud Investigation services entail the collection, verification, recording and evaluation of factual information, utilizing a variety of methods to assist the Department in identifying overpayments to recipients or service providers or potential fraud in the provision or receipt of, or application for welfare benefits, services or payments administered by the Department. Welfare fraud is a specific type of fraud defined by NYS Social Services Law as well as NYS Penal Law. The contractor duties will include the investigation of potential complex fraud and felony-level criminal investigations. The Services shall include, but not be limited to the following:
 - a. Investigations: For each investigation, the investigator will:
 - i. Perform necessary investigation activities within timeframes established by the Department, such investigative activities include, but are not limited to, conducting undercover operations, surveillance services, data analysis, background checks, document retrieval and review, and recipient, provider and witness interviews.
 - ii. Maintain a case file thoroughly detailing the nature of the investigation and effort expended on the case in the format required by the Department.
 - iii. Handle and store evidence in a manner consistent with industry and legal standards.
 - iv. Report verbally to the Department on a daily or weekly basis, depending upon the nature of the assignment and instructions provided by the Department's staff.

- v. Submit weekly written status reports detailing case specific work performed and time spent thereon in the format required by the Department.
 - vi. Meet with Department staff as required to discuss investigation status.
 - vii. As required, services will include participation in Fair Hearings, testimony in court, and any other aspects related to the enforcement of the case, including case packaging, prosecution or other disposition.
 - viii. An investigation will be deemed complete when the required factual information is gathered or when the investigator and the Department determine that no further investigative steps can be taken. Upon completion of each investigation, the investigator will submit to the Department a final report detailing the information obtained during the investigation. The report will be organized in a coherent standardized investigative format as determined by the Department. The final report will be submitted within two (2) days of the completion of the investigation.
- b. Method of Delivery of Investigative Services: Investigation services are achieved by conducting home visits; face-to-face interviews; recipient, provider and witness interviews; surveillance; undercover operations; reviews of reports and data; and accessing and researching information about the subject (such as asset and income verification, employment history, medical history, financial information, etc.) utilizing computer databases, software and services, including but not limited to eMedNY (the NYS Medicaid program claims processing system), eGCI (the DSS General Client Inquiry records management system), Salient, WMS (the NYS Welfare Management System), LexisNexis™, and credit reports.
- i. Interviews and Interrogations: Investigators must be proficient at conducting home visits and face-to-face interviews with welfare recipients, service providers and witnesses as a means of obtaining lawfully gathered statements, information and documents.
 - ii. Undercover Investigations: Investigators providing undercover investigations will possess characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potential welfare fraud practices and activities.
 - iii. Surveillance Services: Investigators providing surveillance services will possess characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potential welfare fraud practices and activities.
- c. Data analysis: The contractor will possess superior and demonstrable welfare data mining and welfare data analysis skills utilizing the Department's computer software and will assist the Department in verifying and expanding on the intelligence developed from within the Department by working with County employees and/or contractors, who are specifically charged with providing data, reports and data analysis services designed to identify potential irregularities and/or welfare fraud

within the claims data.

- d. Civil and Criminal Proceedings / Administrative Hearings / Case Enforcement: Investigator staff will have superior experience providing and be available to provide testimony, evidence or assistance at administrative hearings, criminal trials or proceedings, civil trials or proceedings or other related proceedings and activities, including but not limited to discovery, examinations before trial, status or settlement conferences, witness preparation, case preparation and review and any other activities related to the enforcement of a welfare fraud investigation and any appeals related thereto. The contractor must arrange for its investigators to supply testimony, evidence or assistance with respect to any investigation services provided at any time, including following the termination or completion of any agreement resulting from this RFP.
- e. Evidence Storage: The contractor will handle, secure and store any and all evidence obtained as a result of its investigations in a manner(s) consistent with the highest standards of the industry for chain of custody evidentiary standards and in accordance with NYS law, including but not limited to HIPAA law. The contractor must maintain and be able to readily produce evidence related to investigation services provided.
- f. Ongoing Duties: The contractor will implement requests by the Department for changes to the contractor's staff. The contractor will work with the Department to accommodate its additional needs and to implement new strategies, approaches and procedures and to provide any other assistance necessary to achieve the goals set by the Department. The contractor will work harmoniously and effectively with all Department employees and contractors in the execution of its duties and responsibilities.
 - i. Investigations will be made promptly and conducted by lawful means without infringing upon the civil rights of individuals. Under no circumstances will force or threat of force be used to obtain entry into a household or to obtain evidence of any nature.
 - ii. The contractor will provide staff that is sufficiently proficient with Department entitlements, operating systems, and policies and procedures so that little or no training is required. The contractor will provide ongoing training to its staff with regard to current changes in law and regulations concerning welfare fraud investigations and developments in information technology.
 - iii. The contractor will provide quality control systems and customer service to the Department. Investigators will be on call and available for investigations 24 hours per day, 365 days per year.
- g. Staffing Requirement:
 - i. The contractor will maintain a group of approximately nine (9) investigators each with a minimum of one (1) year of experience investigating welfare fraud, waste and abuse with an LSSD which is or has been a participant in the OMIG County Demonstration Project. The contractor will also provide a pool

of welfare fraud investigators to be available on an as needed basis. Project staffing will be determined in a process involving mutual participation and agreement. The Department reserves the right to request a substitution for any investigator proposed by the contractor. The contractor will promptly recommend to the Department a substitution. The contractor will not make staffing changes or substitutions without first obtaining the opinion and permission of the Department.

- ii. The contractor will maintain a group of experienced welfare fraud investigators that are stable, well-trained and highly productive. A high staff turnover rate will negatively impact the effectiveness of the group. In order to accomplish this, the selected proposer must provide qualified investigation staff with the required welfare fraud investigation knowledge and experience to provide RFP services. Investigative staff should have expertise in the computer applications relevant to the investigative services described in this RFP. Investigators must be available as required to provide daily service (eight hours a day) or half-day service (four hours per day).
- iii. The contractor will provide a pool of investigators with the varied diversity in ethnic, gender, geographic, language and technical backgrounds necessary to achieve the goals of the Department.
- iv. The contractor will maintain a multilingual staff, ensuring that at least one (1) investigator is fluent in both English and Spanish.

h. Investigator Qualifications:

- i. The selected contractor must possess the ability to provide to DSS experienced welfare fraud qualified investigators with a superior level of knowledge and experience in investigating welfare fraud for a local social services district (LSSD). Staff provided by the contractor must be licensed to conduct investigations in NYS and must possess the following characteristics:
 - 1. Demonstrated expertise in the field of welfare fraud investigations for an LSSD which is or has been a participant in the OMIG County Demonstration Project
 - 2. Demonstrated and specific experience in the successful investigation of Food stamp (SNAP), Comprehensive childcare and Housing subsidy fraud
 - 3. Superior interviewing skills in order to question all types of people.
 - 4. The ability to assess if people are telling the truth and other credibility determinations.
 - 5. At least one year of successful experience conducting welfare fraud investigations and surveillance for an LSSD that is or has been a participant in the OMIG County Demonstration Project.
- ii. A highly skilled and experienced workforce is a prerequisite to achieving program outcomes. Effective welfare fraud investigators require specialized knowledge and training in a wide range of subject areas. The supervisory investigator must be an active member of the New York Welfare Fraud

Investigators Association (NYWFIA) and possess an active Certified Welfare Fraud Investigator (CWFI) certificate through the United Council on Welfare Fraud (UCOWF). At least 30% of the investigators categorized as levels 2 and 3 must possess an active CWFI certificate.

- iii. DSS requires three levels of investigator staff. Each level has specific experience requirements and job duties as follows:
 1. Level 1 Investigators will have a minimum of one (1) year of welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and an ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance, recipient, provider and witness interviews, childcare subsidy fraud and Front End Detection System (FEDS) investigations.
 2. Level 2 Investigators will have a minimum of three (3) years of investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance, recipient, provider and witness interviews, childcare subsidy fraud and FEDS investigations.
 3. Level 3 Investigators will have a minimum of five (5) years of supervisory welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project. The supervisory investigator must be an active member of NYWFIA and must possess an active CWFI certificate. The supervisory investigator will possess the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance, recipient, provider and witness interviews, childcare subsidy fraud and FEDS investigations. The investigator will be expected to provide necessary welfare fraud investigation management services, such as project management, training and supervisory services and shall be responsible for ensuring implementation of County policies, state and federal welfare regulations as well as providing required reports. The investigator will be expected to have extensive experience working with Department staff to establish and implement external and internal mechanisms to reduce welfare waste, fraud and abuse.
- iv. Approximately nine (9) investigators are required at any time. One (1) level 3 investigator is required. The majority of investigators are categorized levels 1 and 2.
- v. Professional Standards: All investigators must comply with professional standards of conduct for investigators as established by professional groups such as UCOWF and NYWFIA. The contractor will provide the Department

with highly qualified, experienced welfare investigators, possessing the required law enforcement/investigative backgrounds, to effectively carry out the operations necessary to accomplish the investigative/enforcement goals of the Department. All investigators must be active members of NYWFIA. At least 30% of the investigators categorized as levels 3 and 2 must possess an active CWFI certificate through UCOWF. The contractor will provide current accreditation and licenses for itself as well as its investigators with its proposal.

- i. Confidentiality: The contractor will comply with all NYS, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, provisions of the NYS Social Services Law and the regulations promulgated thereunder and all NYS and federal laws concerning confidentiality of client information. The Contractor will execute any agreements required by the Department to properly safeguard such information.
- j. Program Administration: The contractor is responsible for the performance of program administration functions including but not necessarily limited to: (1) staff orientation and introduction at site; (2) staff supervision; (3) submission in arrears on a monthly basis using standard Nassau County claim forms, claims for deliverables and services provided during each calendar month, including the provision of any additional documentation required by the Department; (4) quality control; (5) single point of contact with Department managers; and (6) problem/personnel issue resolution.
 - i. The contractor will procure and maintain, at its sole cost and expense, any and all permits and/or licenses necessary, to fulfill and carry out investigation services.
 - ii. The Department will be responsible for the performance of program administration functions, including but not necessarily limited to: (1) on-site staff introduction and job orientation; (2) staff training; (3) overall project management; and (4) contract management. In the Department's sole discretion, the Department will provide office space for contractor staff at the Department's office, including desks and chairs, filing cabinets, office supplies, access to office equipment including microcomputers, telephones, copy and fax machines, and access to the NYS computer systems.
 - iii. Upon execution of this Agreement, the contractor's investigators will meet at the Department's offices with Department staff responsible for managing investigation services, for the following purposes:
 - 1. Provide investigators with detailed information needed to plan and conduct investigation services.
 - 2. Discuss and review investigation procedures as well as distribute and assign initial assignments.
 - 3. Provide investigators with guidance on the Department's procedures and required training.
 - 4. Discuss and review the Department and contractor's respective

- responsibilities.
5. Establish a working relationship between contractor's staff and Department's staff.
 6. Within one (1) week of this meeting, the contractor will submit to the Department, for approval, a written memorandum summarizing any issues identified related to the provision of such investigation services.
- iv. The Department will monitor the contractor's provision of services. The Department will determine the methods to be used to monitor the contractor's compliance with service requirements. Monitoring methods may include, but are not limited to, on-site reviews of contractor's required recordkeeping documentation; establishment of a formal weekly or monthly reporting system; or establishment of monthly Department-contractor meetings wherein the contractor's required recordkeeping activities are reviewed by the Department. The Department will designate at least one (1) Department staff member as liaison between the Department and contractor.
 - v. The Department will make information available to contractor, including client case records, NYS and Department reports, automated system reports, and access to other information from Department staff, as solely deemed legal and appropriate by the Department.
- k. Reports: The contractor will submit to the Department all investigative reports/worksheets in the format and by the method requested by the Department. In addition to the reports set forth below, the contractor will provide to the Department, upon request, additional reports, as deemed necessary. Each report will document all of the findings that are associated with the case file and subject.
- i. Monthly Investigative Progress Reports. The contractor will submit to the Department Monthly Investigative Progress Reports which will include investigators' activities and current status of each assignment. These reports will also identify any problems encountered, resolutions taken and any outstanding problems and suggested solutions.
 - ii. Monthly Meeting. Contractor will have a representative meet with the Department on a monthly basis to review contract activities. Contractor's investigators will report verbally to the Department on a daily or weekly basis as instructed by the Department. Additionally, contractor's investigators will personally meet with Department staff to discuss the status of investigations as required. Contractor's investigators will continue to submit daily logs and weekly written reports in Department format, specifying the investigative work performed and time spent completing the work.
 - iii. Verbal Reports. Supervisors will report verbally to the Department on a daily or weekly basis as instructed by the Department. Investigators will personally meet with Department staff to discuss the status of investigations as required.

- iv. Final Report. When it has been determined that an investigation is complete, either due to all required factual information having been gathered or when the investigator, together with his supervisor, has determined that there are no further investigative steps to be taken, a final report will be submitted to the Department detailing the facts and conclusions of the investigation. The report must be well organized in a coherent standardized investigative format to be determined by the Department. The final report is to be submitted within two (2) days of the completion of the investigation.
- v. Modifications. The Department may, from time to time, modify the weekly or monthly, verbal or written, reporting systems between the contractor and the Department.
- vi. DSS Monitoring: DSS has the responsibility for monitoring the provider's provision of services. DSS will determine the methods that will be utilized to monitor the contractor'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.

3. Payment.

a. Amount of Consideration.

- i. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Four Million Seven Hundred Twenty Thousand Eight Hundred Forty and 00/100 Dollars (\$4,720,840.00) (the "Maximum Amount"), which shall be payable in accordance with the following daily rate schedule applicable for Services provided under this Agreement:

1. Level 1 Investigators	\$282.30/day
2. Level 2 Investigators	\$364.31/day
3. Level 3 Investigators	\$462.198/day
- ii. The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. The daily rates are subject to possible annual increase in accordance with the provisions of Section 3 i. below entitled, "COLA Adjustments".
- iii. Rate Structure for Reimbursement: The selected contractor will be reimbursed based upon a daily rate for each level of investigator commensurate with the required knowledge, skills and experience for each level of investigator. The daily rates are inclusive of all contractor expenses,

including but not limited to research charges, travel expenses, and payments to doctors for office visits and equipment. Daily rates are based upon an eight (8) hour day. Daily rates will be prorated in half-day increments for time actually expended on investigation services.

- b. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be Eight Hundred Forty-Four Thousand One Hundred Sixty-Eight Dollars and 00/100 (\$844,168.00). Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- d. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- e. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. 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.
- h. 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.

- i. COLA Adjustments. Commencing with the second year of this Agreement, and for each subsequent contract year, for qualifying contracts the Contractor may apply for cost-of-living adjustments ("COLA") to eligible personal salaries and fringe benefits. The Department will review, and shall have the authority to act on, all applications for COLA adjustment in accordance with the following guidelines:

Guidelines

- Applied to qualifying contracts & for eligible expenses ONLY.
- Qualifying contracts consist of those contracts eligible for COLA adjustments under applicable federal, state or local guidelines
- Eligible expenses consist of salaries &/or fringe. Applies to Line 1 Personnel expenses only.
- Applied once a year on an annual basis.
- Does not apply to contracted salaries already covered by the Living Wage Law.
- Does not apply to contracts that do not include line item budgets with salary & fringe expenses.
- Separate line item expense, not just worked into salary & fringe expenses.
- To receive COLA funds, the contractor must submit a COLA Universal Budget Form that highlights which expenses are impacted by the COLA & total COLA funds requested. Include a signed certification that attests COLA funds will only be applied to eligible expenses.
- Vacant positions: COLA increases would not apply to vacant positions.
- Subject to these guidelines, commencing with the first day of January of 2022, and thereafter on January 1 of each succeeding year throughout the term of this Agreement, eligible personnel salaries and fringe benefits shall increase by the percentage increase, if any, in the "CPI Index" between (i) September 1st immediately preceding the first day of January of the contract year with respect to which such calculation is being made and (ii) September 1st immediately preceding the first day of the prior contract year. As used herein, the term "CPI Index" shall mean the Consumer Price Index For All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor, for the New York-Northern NJ-Long Island Region, NY-NJ-CT-PA (1982-84 =100), or, if unavailable, any renamed local index covering the metropolitan New York area, as selected by the County.
- Maximum cap: In no event will such wage increase be greater than maximum cap (i.e. 3.5%)
- If the CPI Index decreases the COLA change will be zero.
- Nassau County is not obligated to pay a COLA increase in any contract year. The payment of a COLA increase in any year is dependent upon the

availability of funds.

- The Contractor shall be notified by the Department in writing of a COLA increase, if any, prior to the start of each contract year.
- COLA funds may be added to the contract by the County processing an advisement.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
6. Compliance with Law.
 - a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
 - b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County

any information necessary to maintain the certification's accuracy.

- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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. 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.
- e. 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.
- f. 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.
- 7. Minimum Service Standards. Regardless of whether required by Law:
 - a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
 - b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. Indemnification; Defense; Cooperation.
 - a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
 - b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
 - c. The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or

prosecution 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of,

(ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination.

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

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

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
 - a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
 - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
14. 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.
15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is

released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- b. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

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

- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or

federal governments.

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

[Remainder of Page Intentionally Left Blank.]

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

TruView BSI, LLC

By: _____

Name: Nicholas M. Auletta

Title: President

Date: 23 December 2022

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

#160844

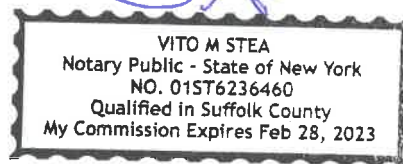
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of December in the year 2022 before me personally came Nicholas M. Auletta 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 TruView BSI, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Nicholas M. Auletta (Name)

15 Dickinson Ave, East Northport, NY 11731 (Address)

917-701-1955 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

23 December 2022

Dated



Signature of Chief Executive Officer

Nicholas M. Auletta

Name of Chief Executive Officer

Sworn to before me this

23 day of December, 2022.

Notary Public



BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of January 1, 2023 and amends and is made part of the agreement dated as of January 1, 2023 (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between TruView BSI, LLC (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the Department of Social Services (collectively, the "County"). The County and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall

report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supersede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superseded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

10.8 HITECH ACT

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

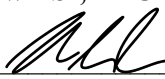
d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____
Print Name: _____
Title: _____
Date: _____

TruView BSI, LLC

By:  _____
Print Name: Nicholas M. Auletta
Title: President
Date: 12 January 2023



Nassau County Interim Finance Authority

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

1. Vendor: TruView BSI, LLC

2. Amount requiring NIFA approval: \$4,720,840.00

Amount to be encumbered: \$844,168.00

Slip Type: New

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

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

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

3. Contract Term: 01/01/2023 to 12/31/2027

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 %	50	
State %	20	
County %	30	

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:

The vendor provides welfare fraud investigations services: the collection, verification, recording and evaluation of factual information, utilizing a variety of methods, to assist the County in identifying over payments to recipients or service providers or potential fraud in the provision or receipt of, or application for welfare benefits, services or payments. Welfare fraud is a specific type of fraud defined by NYS Social Services laws and NYS Penal Law. The Contractor investigates fraud cases involving potential felony level criminal investigations only (high level, complex fraud cases).

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

01/20/2023

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: TruView BSI, LLC

CONTRACTOR ADDRESS: 225 Broadhollow Rd. melville NY 11747

FEDERAL TAX ID #: ██████████

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 10/3/22 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 10/28/22 [date]. 2 [state #] proposals were received and evaluated. The evaluation committee consisted of: Heather Griffin Social Welfare Examiner Supervisor III, and Billy Pappas Special Investigator II County Attorney and DSS John Faust Special Investigator III DSS/County Attorney;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



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?

Electronically signed and certified at the date and time indicated by:
Nicholas Auletta [NMAULETTA@TRUVIEWBSI.COM]

Dated: 12/22/2022 10:32:08 am

Vendor: TruView BSI, LLC

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 [X] 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:
Nicholas Auletta [NMAULETTA@TRUVIEWBSI.COM]

Dated: 12/22/2022 10:30:53 am

Vendor: TruView BSI, LLC

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.

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: Nicholas M. Auletta
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 225 Broadhollow Rd., Suite 304
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: 5162890273
Other present address(es):
City: _____ State/Province/Territory: NY Zip/Postal Code: _____
Country: US
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>03/06/2017</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

As Managing Member of the LLC, Nicholas M. Auletta has a 94% equity interest in the business.

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.

Nicholas M. Auletta is Sole Member of Bear Bones Group LLC, which is considered a disregarded entity for tax purposes. This LLC conducts no business operations and was opened for Nicholas's work with the United States government in 2008 - 2010.

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?
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, Nicholas M. Auletta , 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, Nicholas M. Auletta , 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.

TruView BSI, LLC

Name of submitting business

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

Nicholas M. Auletta NMAULETTA@TRUVIEWBSI.COM

President

Title

11/01/2022 03:24:03 pm

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: 11/01/2022

1) Proposer's Legal Name: TruView BSI, LLC

2) Address of Place of Business: 225 Broadhollow Rd., Suite 304

City: Melville State/Province/
Territory: NY Zip/Postal
Code: 11747

Country: US

Address: 1106 Thomasville Road, Suite H

City: Tallahassee State/Province/
Territory: FL Zip/Postal
Code: 32303

Country: US

Start Date: 12/02/2019 End Date:

Address: 25 Newbridge Rd.

City: Hicksville State/Province/
Territory: NY Zip/Postal
Code: 11801

Country: US

Start Date: 08/01/2017 End Date: 10/31/2022

Address: 3191 W. Temple Avenue, Suite 248

City: Pomona State/Province/
Territory: CA Zip/Postal
Code: 91768

Country:

Start Date: 12/31/2008 End Date: 11/14/2015

Address: 390 RXR Plaza

City: Uniondale State/Province/Territory: NY Zip/Postal Code: 11556

Country: _____

Start Date: 04/20/2005 End Date: 07/31/2017

Address: 444 E. Huntington Drive, Suite 305

City: Arcadia State/Province/Territory: CA Zip/Postal Code: 91006

Country: _____

Start Date: 11/15/2015 End Date: _____

Address: 820 Bear Tavern Rd

City: West Trenton State/Province/Territory: NJ Zip/Postal Code: 08628

Country: _____

Start Date: 07/03/2017 End Date: _____

3) Mailing Address (if different): _____

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

Country: US

Phone: _____

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

4) Dun and Bradstreet number: 080592452

5) Federal I.D. Number: 

6) The proposer is a: Other (Describe) Limited Liability Company

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

YES [] NO [X] 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 arise, 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;

04/20/2005

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.

Attached

First Name	Nicholas				
Last Name	Auletta				
MI	M	Suffix			
Address	225 Broadhollow Rd.				
City	Melville	State/Province/ Territory	NY	Zip/Postal Code	11747
Country	US				
Position	President				

2 File(s) uploaded: 202101 Consent of Members to Amend Sch 1 12.22.pdf, TruView Members - Financial Interest 10.22.pdf

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

Attached

First Name	Nicholas				
Last Name	Auletta				
MI	M	Suffix			
Address	225 Broadhollow Rd.				
City	Melville	State/Province/ Territory	NY	Zip/ Postal Code	11747
Country	US				
Position	President				

2 File(s) uploaded: TruView Members and Directors 12.22.pdf, TruView Members and Directors 12.22.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

150

vi) Annual revenue of firm;

8000000

vii) Summary of relevant accomplishments

TruView BSI, LLC is a New York Service-Disabled Veteran-Owned Small Business that performs full-service contract background screening and investigative services to over 1,200 Clients throughout the United States. With offices in New York, Texas, and California, TruView has over 17 years of proven experience and expertise in developing customized background screening, investigative, and risk-based intelligence programs for municipalities, government agencies, academic institutions, and private companies. "Born of Tradition, Enabled by Technology, Powered by People," TruView is the former Background Screening and Investigations (BSI) Division of Summit Security Services, Inc. TruView achieves success for our Clients by combining modern technology with expert human analysis and unfailing Client responsiveness.

1 File(s) uploaded: TruView A. vii Accomplishments 10.22.pdf

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

1 File(s) uploaded: NYS PI License 4.23.2023.pdf

B. Indicate number of years in business.

17

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

See attached.

1 File(s) uploaded: TruView Question C 10.13.22.pdf

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	New York State Office of Medicaid Inspector General, Division of Medicaid Investigations		
Contact Person	Anthony Canade, Supervising Medicaid Investigator, Undercover Investigations Unit		
Address	217 Broadway		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 417-2148		
Fax #			
E-Mail Address	anthony.canade@omig.ny.gov		

Company	New York State Office of the State Comptroller		
Contact Person	Robin Linney, Assistant Director, Benefit Calculations and Disbursement Services		
Address	110 State Street		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 473-3026		
Fax #			
E-Mail Address	rlinney@osc.ny.gov		

Company	New York City Law Department		
Contact Person	Robin Wakefield		
Address	100 Church Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 356-1121		
Fax #	(212) 356-4066		
E-Mail Address	rowakefi@law.nyc.gov		

Company	Nassau County Department of Social Services		
Contact Person	John Faust, Director, Office of Investigations		
Address	60 Charles Lindbergh Blvd.		
City	Uniondale	State/Province/Territory	NY
Country	US		
Telephone	(516) 227-7788		
Fax #			
E-Mail Address	John.Faust@hhsnassaucountyny.us		

Company	New York State Department of Motor Vehicles, PIRP & I-PIRP Programs		
Contact Person	Mary Coschignano, Highway Safety Program Analyst, Driver Training Programs		
Address	6 Empire State Plaza, Room 327		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 474-5551		
Fax #			
E-Mail Address	mary.coschignano@dmv.ny.gov		

I, Nicholas Auletta , 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, Nicholas Auletta , 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: TruView BSI, LLC

Electronically signed and certified at the date and time indicated by:
Nicholas Auletta NMAULETTA@TRUVIEWBSI.COM

President

Title

12/22/2022

Date

**CONSENT OF THE MEMBERS
OF
TRUVIEW BSI, LLC**

THE UNDERSIGNED, being members of **TRUVIEW BSI, LLC**, a New York limited liability company (the “Company”), holding at least a majority of the Company’s Membership Interests, hereby consent to the adoption of the following resolutions:

WHEREAS, Tim Hendrickson sold, and Nicholas M. Auletta purchased, all the Membership Interests in the Company that were previously owned by Tim Hendrickson—all pursuant to that certain LLC Interest Purchase Agreement effective as of December 31, 2020 (“*Agreement*”); and

WHEREAS, the undersigned, acting pursuant to Section 13.3 of the Company’s Amended and Restated Operating Agreement dated as of January 1, 2019 (the “Operating Agreement”), desires to amend Schedule I to the Operating Agreement to reflect the revised percentage Membership Interest of each Member after giving effect to the consummation of the Agreement.

NOW, THEREFORE, be it

RESOLVED, that Schedule I to the Operating Agreement be, and it hereby is, replaced in its entirety with the Schedule I attached hereto as Exhibit A effective as of its effective date.


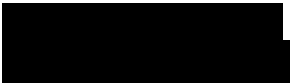
IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 1st day of January, 2021.



Nicholas M. Auletta

SCHEDULE I

Members and Membership Interest
(effective January 1, 2021)

<u>Member's Name and Contact Information</u>	<u>Membership Interest %</u>
Nicholas M. Auletta  nmauletta@truviewbsi.com	95.0%
Bruce Arella  email: bscalconsult@gmail.com	5.0%



Individuals with Financial Interest – TruView BSI, LLC

Nicholas M. Auletta, President, Managing Member – 95%
25 Newbridge Rd., Suite 210, Hicksville, NY 11801

Bruce Arella, Advisor, Member – 5%
25 Newbridge Rd., Suite 210, Hicksville, NY 11801



Members and Directors – TruView BSI, LLC

Nicholas M. Auletta, President, Managing Member
225 Broadhollow Rd., Suite 304, Melville, NY 11747

Bruce Arella, Advisor, Member
225 Broadhollow Rd., Suite 304, Melville, NY 11747



Members and Directors – TruView BSI, LLC

Nicholas M. Auletta, President, Managing Member
225 Broadhollow Rd., Suite 304, Melville, NY 11747

Bruce Arella, Advisor, Member
225 Broadhollow Rd., Suite 304, Melville, NY 11747



TruView BSI, LLC

Attachment to Business History Form, Response A (vii)

We are an experienced, responsible background screening and investigative services contractor with the proven capability to fulfill all requirements of this contract at the highest level. TruView combines the most modern technologies with expert human analysis to achieve Client success. Our philosophy is built on strategic partnerships and complete Client responsiveness. Day-to-day questions, concerns, and requests are handled personally by our integral, U.S.-based team, based in the United States.

A Licensed Private Investigator in New York, New Jersey, and California, TruView maintains appropriate licensing and complies with all applicable federal, state, county, and local laws and regulations in the performance of our work. We have a perfect record of contract completion with government and private sector Clients.

TruView has the proven experience and capability to fulfill all requirements of the Contract at the highest level. We are an organization of proven integrity with the legal authority to do business as a New York State Licensed Private Investigator. TruView has the organizational and financial capacity, as well as the demonstrated previous performance, to continue to deliver provider and recipient Medicaid and entitlement fraud investigative services for Nassau County DSS at the highest performance standard and in keeping with the best interests of the County and its taxpayers. ***Having worked with the County for over 15 years, our team understands the requirements of this contract, and we have demonstrated that we understand the nature of true partnership in accommodating the County in its payment timelines.***

The TruView team understands how important SDVOB businesses are to Nassau County's procurement plan. With President Nicholas M. Auletta's status as an Iraq War Service-Disabled Veteran, TruView is a New York State Certified Service-Disabled Veteran Owned Business and U.S. Department of Veterans Affairs Certified Service-Disabled Veteran-Owned Small Business.

TruView maintains appropriate licensing and complies with all applicable federal, state, county, and local laws and regulations in the performance of our work. For 17 years, we have established a perfect record of contract completion and a satisfactory record of performance with all public agencies—and we intend to continue that record.

Strong, service-driven partnerships are the cornerstone of TruView's philosophy and success. We have well-established client partnerships with many government and public agencies, which, in addition to Nassau County DSS, include New York State Office of Medicaid Inspector General; New York State Office of the State Comptroller; New York State Department of Motor Vehicles; New York Power Authority; New York State Gaming Commission; New York State Department of Financial Services; New York Metropolitan Transportation Authority; New York City Law Department; Suffolk County Law Department; and many others throughout the United States, such as County of Santa Clara, City of Phoenix Water Services Department, City of Los Angeles Department of Water & Power, City of Las Vegas, Sonoma County, City of Fort Worth, City of Albuquerque, District of Columbia, Pennsylvania Gaming Control Board, Tennessee Sports Wagering Advisory Council, and many more.

TruView's full-service Investigative Services Division is comprised of experienced, licensed investigators who specialize in Medicaid and welfare fraud investigations, civil and criminal investigations, surveillance, compliance audits, comprehensive background investigations, undercover operations, litigation support, and many other investigative services disciplines.

As the incumbent contract provider, we are keenly aware of the strategic importance of these contract services to the County's welfare fraud investigation program. Our Team has proven itself as a cohesive,

effective, and efficient team of highly qualified investigators committed to achieving and exceeding Nassau County Department of Social Service's critical goals. TruView has reassigned key members of the current investigative team—including Vice President Al Murphy, Contract Manager Dennis Bardin, Investigator John Frammosa, and other Level 2 and Level 3 Investigators—to the DSS contract. TruView also has a deep resource pool to add experienced welfare fraud investigators quickly to the DSS contract, as needed, including to expand the team's capabilities and meet all DSS contract requirements.

Among TruView's verifiable qualifications and demonstrated ability to provide the services defined in the RFP, please note, in particular:

- Continuous welfare fraud, waste and abuse investigative services for Nassau County Department of Social Services since 2005, including during the startup of the NYS Office of the Medicaid Inspector General County Demonstration Project.
- Close cooperation and partnership with the DSS unit, with TruView's creative investigative team helping to make Nassau County's welfare fraud investigation services program the model for jurisdictions throughout New York State.
- \$27 million identified in savings from uncovering fraud, waste, and abuse in 2016 alone.
- From January 2017 through June 2018, assisted the DSS Office of Investigations in achieving a cost savings of \$28 million throughout all program areas, including \$16 million in recoveries and \$11.7 million in cost avoidance.
- Helped realize over \$160 million in welfare fraud recoveries and cost avoidance since 2011.
- Licensed New York State Private Investigator.
- New York State-Certified Service Disabled Veteran Owned Business (SDVOB).
- TruView is a Nassau County business that grew out of company with decades of service to Nassau County and the New York metro region.
- TruView's Investigations Division is led by Vice President Al Murphy, former NYPD Lieutenant Commander (ret.) of the Detective Squad and 20-year veteran, with 15 additional years of investigative management experience in the government and private sectors.
- Contract Manager and distinguished former NYPD Detective (ret.) Dennis Bardin, with demonstrated excellence in leading the TruView team in performing welfare fraud investigations for DSS, with credentials that include Certified Fraud Examiner from the Association of Certified Fraud Examiners; Certified Welfare Fraud Investigator from the United Council of Welfare Fraud Investigators; and active membership in the New York Welfare Fraud Investigators Association (NYWFIA).
- Experienced, qualified, and effective welfare fraud investigators with proven excellence and success in investigating welfare fraud for Nassau County DSS and the OMIG County Demonstration Project, including with respect to Food stamp (SNAP) fraud, comprehensive child care fraud, and housing subsidy fraud, with specialized knowledge and training in a wide range of investigative operations, including superior interviewing skills in order to question all types of people and discern if they are truthful.
- Investigators of TruView's DSS team are members of the New York Welfare Fraud Investigators Association, and all of the proposed investigators are Level 2 and hold active Certified Welfare Fraud Investigator (CWFI) certificates through the United Council on Welfare Fraud (UCOWF).

Accomplishments

TruView has grown its service portfolio to over 1,200,750 Clients. In addition to our successes in service to Nassau County DSS, TruView's investigative accomplishments include those with:

New York State Office of Medicaid Inspector General

Medicaid Provider Fraud Investigations (Contract Investigators)

TruView Investigators have performed Medicaid provider fraud investigations—including covert surveillance—for the New York State Department of Health, Office of Medicaid Inspector General. TruView was part of the team of OMIG Investigators that uncovered over \$1 billion in Medicaid fraud from 2008 and 2011. Medicaid fraud investigations are conducted within the context of a large state system and strict specifications. Investigators utilize the state data warehouse and E-MEDNY systems and were thoroughly familiar with HIPPA laws and requirements. Investigators have experience working with law enforcement agencies to assist in the prosecution or exclusion of Medicaid providers who defraud or abuse the system. Our resources include trained Investigators with specialized skills in computer forensics, medical billing analysis/review, and data analytics.

New York City Law Department

Complex Investigative and Litigation Support Services

Since 2013, TruView has performed investigative and litigation support services for New York City Law Department, which consists of 730 lawyers and 690 support professionals who provide legal representation to the workforce of the nation's largest city. TruView's investigative services for the Department include surveillance, a variety of tactical field operations, location services, witness interviews for trial preparation, court testimony, tort/employee claims investigations, investigations of workers' compensation and other employee claims.

New York State Gaming Commission Underage Sales Benchmarking Study (2017 – 2018)

Undercover Investigations and Product Buys

In late 2017, as the contract investigative partner for the New York State Gaming Commission's 12-month Underage Sales Benchmarking Study TruView recruited, hired, trained, and managed a team of over 75 former/off-duty law enforcement officers and 16- to 17-year-old, civic-minded youths to perform undercover compliance buys of gaming products of at 1,300 retail establishments in 44 counties across New York. TruView expedited the recruiting, hiring, and training process—and managed this major operation—to ensure safe and successful completion of all 1,300 operations in the required 11-month timeframe. In December 2018, TruView delivered a comprehensive, 300-page report and analysis of the investigative methods and results, with recommendations, for review at the highest levels of State government.

New York State Gaming Commission

Comprehensive Background Investigations and Financial Analyses for Licensing Compliance

2016 – Present—Second Contract. TruView performs comprehensive background investigations and financial analyses to assist the New York State Gaming Commission in verifying compliance with state gaming licensing requirements for all video gaming lottery agents, gaming establishments, casinos, and racing facilities. The mission of the New York State Gaming Commission is to ensure that all lawful gaming and horse racing activity conducted in this State is of the highest integrity, credibility, and quality. Using a combined team of research analysts, investigators, and financial managers, TruView performs comprehensive background investigations and financial analyses, following strict Commission specifications. 500 to 600 investigations and financial analyses are performed annually, each within a 30-day timeline. Written reports document the results of the background investigation; these are posted on the customized online platform TruView has built for the Commission's contract managers.

New York State Office of the State Comptroller

Benefits Recipient Verification Investigations

2012 – Present. TruView conducts pension benefits investigations for the New York State Comptroller's Office, requiring missing persons/location verification services and/or confirming deceased status of pensioners and their survivors, worldwide, of the New York State and Local Retirement System and New

York State and Local Police and Fire Retirement System. There are approximately 375,000 pensioners and beneficiaries in the system. In addition to records searches, face-to-face interviews, and surveillance services, TruView investigators perform extensive online searches of worldwide databases to confirm identities, locations, and status of pensioners and their beneficiaries. TruView has been awarded several contracts and contract extensions since 2012.

New York State Insurance Fund

Insurance Fraud Investigations, including Surveillance, Undercover, and Witness Location Services

2019 – Present, five-year contract. TruView has performs comprehensive investigative services, to include surveillance and undercover operations, witness location and witness statements, field activity checks, beneficiary field reviews, disability field reviews, and litigation support, for NYSIF insurance investigations across New York State, including Western New York, Northern New York, the Capital District, Westchester/Hudson Valley, and New York City regions. ***TruView performs approximately 750 to 1,000 investigative cases annually for NYSIF.***

New York Power Authority

IT Threat Monitoring Services and Complex Vendor Background and Compliance Investigations

The New York Power Authority is the nation's largest state-owned power organization and one of New York's leading electricity suppliers. The employee population at the Authority is approximately 1,650 employees and works with approximately 3,000 contractors per year. TruView conducts approximately 3,000 to 3,500 comprehensive background investigations on employees and all contractors. TruView developed a completely NYPA-customized screening program for contractors to register, electronically sign appropriate NYPA policy forms and authorizations, and enter data for background investigations. This platform also provides the NYPA Security Team with customized dashboards and capabilities to review investigative reports and investigative data analytics.

New York State Department of Motor Vehicles

PIRP and I-PIRP Programs: Undercover Service Compliance and Integrity Monitoring

Since 2006, TruView has performed undercover integrity investigations of brick-and-mortar facilities licensed by the NYS Department of Motor Vehicles to administer its Point and Insurance Reduction Program (PIRP). Previous contracts covered DMV-sanctioned facilities located throughout New York City and Downstate New York; in 2018, DMV awarded TruView the contract to perform undercover service compliance investigations for Agency facilities across the entire State. Our investigators have uncovered the illegal selling of DMV certificates, noncompliance with state and federal regulations, document falsification, improper course advertising, and other illegal acts.

New York Metropolitan Transportation Authority—All Agencies Contracts

Comprehensive Background Investigations and Investigative Services

In 2020, TruView was awarded the exclusive contract to perform comprehensive pre-employment background investigations and verifications for all employees and agencies of North America's largest transportation system, including Long Island Railroad, Metro-North Railroad, NYC Transit, Triborough Bridge and Tunnel Authority, MTA Headquarters, and more. As the MTA returns a full workforce after the pandemic, the contract anticipates over 7,000 screens per year. From 2014 to 2020, prior to the pandemic shutdowns, TruView performed investigative and litigation support services for all agencies of the MTA.

NJ Transit

Integrity and Service Quality Monitoring (Contract Investigators)

Since 2011, TruView has trained, recruited, and managed a corps of undercover investigators who conduct service quality monitoring of NJ Transit employees and facilities throughout its statewide transportation system for performance quality, integrity, and customer service. TruView investigators perform these undercover compliance audits and cameo appearances throughout the year, 24/7/365.

TruView's contract team of 18 investigators shadows all customer experiences on all NJ Transit service lines, monitoring all conditions and service quality and integrity issues.

Santa Clara County, CA

Multiagency Background Screens and Comprehensive Law Enforcement Pre-Employment

Background Investigations: 2016 – Present. TruView performs background screening and investigative services for the sixth largest county in California, home to Silicon Valley since 2016. We currently hold four separate contracts with the County. We perform complex POST background investigations for candidates for sworn and unsworn positions in the County Sheriff's Office, the 9-1-1 Communications Department, and the County Probation Department. Based on our performance and capabilities, TruView in 2018 was selected to perform all-agency pre-employment background investigations for the countywide Employee Services Agency, which manages 60,000 County employees. TruView performs over 4,000 annual screens, including for all positions for the expansive County Hospital System.

Los Angeles Department of Water and Power

Complex Vendor Screens for Major Infrastructure Agency

Since 2015, TruView has performed federal NERC-compliant background investigations for the largest power utility in the United States. We have earned several contract extensions.

City of Phoenix Water Services Department

Complex Vendor Investigations for Major Infrastructure Agency

2020 – Present. TruView built a customized, secure electronic platform to initiate and complete the background screening process for all vendor applicants to the City of Phoenix Water Service Department, in compliance with applicable laws, rules, and regulations. Services include a "Maximum Risk Background Criminal Justice Information Services (CJIS) Check."

UNIQUE ID NUMBER

11000197978

State of New York

Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control No. 1386533

Pursuant to the provisions of

ARTICLE 7 OF THE GENERAL BUSINESS LAW
AND AMENDMENTS THERETO

TRUVIEW BSI LLC
25 NEWBRIDGE ROAD
STE 210
HICKSVILLE NY 11801

EFFECTIVE DATE

MO. DAY YR.
04 24 21

EXPIRATION DATE

MO. DAY YR.
04 23 23

HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A

PRIVATE INVESTIGATOR

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED,
AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED:

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-099 (Rev. 4/03)

Qualifying Officers:

AULETTA NICHOLAS M

TruView360 Investigative, Due Diligence, and Risk-Based Intelligence Services:
Capabilities Statement of TruView BSI, LLC



A Certified Service-Disabled Veteran-Owned Business

"Born of Tradition. Enabled by Technology. Powered by People."

About TruView



TruView BSI, LLC is a Certified Service-Disabled Veteran-Owned Business and Licensed Private Investigator that performs contract background screening and investigative services—including specialized risk-based intelligence services—to over 1,200 Clients throughout the

United States, with offices and personnel in New York, California, New Jersey, Florida, and Texas. We have over 17 years of proven experience and expertise in developing customized services for private firms, government agencies, and academic institutions.

“Born of Tradition, Enabled by Technology, Powered by *People*,” TruView was first established in 2005 as the Background Screening and Investigations Division of a large security and investigative services firm. Now a fully independent company with more than 150 investigators, analysts, and specialists, TruView builds on its solid tradition to take an industry leadership role by fusing innovative technologies and services with an unwavering Client-responsiveness. TruView's organic growth has been steady and impressive, with wide-ranging industry segmentation and contract complexity. About half of our contracts are with public institutions, with several contracts valued at between \$2 and \$7 million.

Nicholas M. Auletta, CPP, President

Nicholas M. Auletta is President and Owner of TruView BSI, LLC, a Service-Disabled Veteran-Owned Business and a leader in background screening and investigative services. He actively leads operations and services for his company's portfolio of over 1,250 clients, including global companies, government agencies, and emerging companies.

Nick's successful business experience includes over a dozen years in strategic leadership positions. Recently, he was selected to participate in the Small Business Administration's Emerging Leaders program for CEOs of established businesses that are job creators in their communities. He is a graduate of the Class of 2018 of the Energeia Partnership at the Academy for Regional Stewardship at Molloy College. The partnership is a leadership academy dedicated to identifying and addressing complex issues challenging the Long Island region. Nick was named the 2022 New York Small Business Champion of the Year Award from the U.S. Small Business Administration.

For seven years prior to TruView, Nick served as Vice President of Summit Security Services, Inc. one of largest privately owned security and investigative services companies in the United States, founded in 1976 by his grandfather. Nick played a key role in growing company revenues by over 100 percent in five years, taking the firm into the U.S. top 10 largest in the field and tripling its client portfolio.

Nick earned his Bachelor of Science in Leadership and Management from the United States Military Academy at West Point, graduating with the Superintendent's Award and winning the Eastern College Athletic Conference Merit Award for Excellence in Athletics and Scholarship. He is a former Captain in the United States Army, serving as an Active-Duty U.S. Army Infantry Officer and earning Airborne, Ranger, and Combat Infantryman qualifications. His military experience included three tours and 44 months of deployed time to the Iraq combat zone. Nick's military awards include two Bronze Star Medals and the Meritorious Service Medal, as well as numerous other commendations and achievement medals.

After entering the private sector, Nick earned the coveted Certified Protection Professional designation. In 2011, he received a Postgraduate Certificate in Security Management from the University of Pennsylvania at Wharton and, in 2014, he was appointed to serve on the New York State Security Guard Advisory Panel.

Nick is a tireless advocate for military veterans' issues and holds lifetime memberships with several military associations, to include the Veterans of Foreign Wars (VFW); Iraq and Afghanistan Veterans of America (IAVA); National Infantry Association; U.S. Army Ranger Association and the 1st Cavalry Division

Association. He serves on the Board of Directors for the United Way of Long Island and was a leadership coach for the Heroes-to-Heroes Foundation.

Full-Service Background Screening Services Solutions

TruView's consists of over 120 investigators and Research Analysts who provide world-class, full-service background screening and investigative services solutions, operating from two main offices:

TruView BSI, LLC (Headquarters)
25 Newbridge Road, Suite 210
Hicksville, NY 11801

TruView (California)
444 East Huntington Drive
Arcadia, CA 91006

U.S. Department of Veterans Affairs-Verified Service-Disabled Veteran-Owned Business



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

June 22, 2018
In Reply Refer To: 00VE

Mr. Nicholas Matthew Auletta
TruView BSI, LLC
DUNS: 080592452
25 Newbridge Rd, Suite 210
Hicksville, NY 11801

Dear Mr. Auletta:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that TruView BSI, LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. TruView BSI, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm TruView BSI, LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote TruView BSI, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

New York State Certified Service Disabled Veteran Owned Business



Values

We Are Obsessed with "Keeping It Human"

We are a Team dedicated to Client happiness and positive user experience. We believe there are many any *good* companies out there but, to be truly *great*, we must be more responsive, more in tune, and more attentive to our Clients to amplify their TruView experiences. We are obsessed with keeping our services "human" in a very human business.

We Intertwine Technology with the Power of Human Analysis

We love technology and its ability to optimize our efficiency—and we are extremely proud of our powerful TRU365 screening platform technology—but we believe strongly that it must be intertwined with the power of human analysis. Through our services, we serve as ambassadors for our Clients, ensuring we maximize the user experience in every interaction.



MISSION

To provide analytical investigative, background screening, and business intelligence solutions that keep people and organizations safer, more secure, and better informed.

VALUES

EARN TRUST: "Trust is not given; we strive to earn it in our actions every day."

BE BOLD: "In the absence of orders, Attack!"

CONTINUE TO IMPROVE: "Train, learn and work toward continual improvement of our company and ourselves."

DO GOOD: "Do the right thing even when no one is looking."

BE A LEADER: "We understand the greatest untapped source of motivation is a sense of service to others."

GIVE BACK: "We enrich and serve the communities in which we work."

We Know the Meaning of Partnership

We work diligently to ensure that our services return the most value for our Client's hard-earned dollar. We streamlined our operations to be as flat and responsive as possible to separate ourselves as a company Clients *love* to work with.

We "Find the Needle"

TruView investigators "find the needle" when others cannot. With our expertise, analytical capabilities, and state-of-the-art technologies, we take pride in delivering all information obtainable and legally permissible to meet Client expectations and requirements.

We Are Your Guide in the Trust Economy

We live in a trust economy, where success depends on the quality and quantity of connections with stakeholders, customers, and partners. TruView's "360" investigative and risk-based intelligence services offers positive solutions for moving forward in the trust economy and protecting against actions by people who would compromise trust, with devastating consequences to your relationships, your brand, and your business.

Clients

TruView's is a perfect record of contract completion. Our robust portfolio is comprised of a diverse mix of government and private sector Clients. We have earned the confidence of international companies, respected professional firms, financial institutions, large government agencies, healthcare institutions, public transportation agencies, and prestigious universities.

- Nassau County Department of Social Services
- New York State Office of the State Comptroller
- New York State Department of Financial Services
- New York State Gaming Commission
- Metropolitan Transportation Authority (NYC – All Agencies Contract,
- New York Power Authority
- New York City Law Department
- New York State Insurance Fund
- New York State Department of Motor Vehicles
- New York State Department of Labor
- Battery Park City Authority
- Roswell Park Comprehensive Cancer Center
- Tennessee Education Lottery Corporation
- Tennessee Sports Wagering Advisory Council
- Pennsylvania Gaming Control Board
- Los Angeles Department of Water & Power
- City of Phoenix Water Services Department
- Seattle City Light
- Santa Clara County (CA) Hospital System
- Electric Reliability Company of Texas
- Canon USA
- Atlas Air
- Jacob Javits Convention Center
- City of Fort Worth
- Huntington National Bank
- New Jersey Transit
- District of Columbia Office of Integrity
- Massachusetts Bay Transportation Authority
- Suffolk County Law Department
- Sacramento Transit District
- Niagara Frontier Transportation Authority
- Central New York Transportation Authority
- Rudin Management
- Chicago Zoological Society
- Columbia University
- City University of New York
- Roman Catholic Diocese of Albany
- Los Angeles City Employees Retirement System
- City of Las Vegas
- Sonoma County
- Pierce County
- City of Greensboro
- City of Palm Beach Gardens
- New York State Dept. of Motor Vehicles
- New York Waterway
- City of Albuquerque

Through an organic growth strategy that emphasizes great service, TruView has doubled its portfolio to over 1,200 Clients, with wide-ranging industry segmentation and contract complexity. We have diversified services and improved our technology capabilities to meet new market challenges and opportunities. TruView is creative, quick to react, and willing to embrace new methodologies that result in a better way of doing business and added service value.

Select Investigative Successes

Nassau County Department of Social Services

Since 2005, TruView has performed entitlement fraud investigations as part of an innovative Special Investigations Unit that has set the standard for local anti-fraud methodologies, recovering and saving hundreds of millions of dollars in entitlement fraud, waste, and abuse.

New York State Gaming Commission

In 2017, TruView was contracted by the NYS Gaming Commission contract to perform the first phase of its Underage Sales Benchmarking Study, a complex, 14-month investigative operation across New York State to document the frequency of illegal sales of lottery and other gaming instruments to minors. Recruiting, hiring, and teaming 16- to 17-year-old Youth Monitors from civic organizations with selectively chosen Law Enforcement Investigators, TruView conducted 1,300 undercover investigations on retail establishments across 44 New York counties.

New Jersey Transit

TruView recruits, trains, and manages a corps of investigators and auditors who conduct covert surveillance for integrity and performance quality of NJ Transit employees and facilities throughout its transportation systems, statewide. NJ Transit is the third largest provider of bus, rail, and light rail transit in the United States, with a service area of 5,000 square miles. Our investigators perform these undercover compliance audits and cameo appearances throughout the year, 24/7/365. TruView monitors perform over 11,000 audit rides annually, translating to nearly 50,000 annual hours of undercover investigative coverage.

New York City Law Department

Since 2013, TruView has performed investigative and litigation support services for New York City Law Department, the largest municipal law office in the country, with over 1,400 attorneys and staff. TruView's investigative services for the Department include surveillance, undercover investigations, witness interviews for trial preparation, location services, court testimony, and other tactical field operations for employee claims investigations, insurance investigations, and workplace claims, including employment discrimination and civil rights enforcement cases. Investigations for civil and criminal cases are performed throughout the 50 U.S. states.

New York Power Authority

TruView conducts approximately over 3,500 comprehensive background investigations on employees and contractors of the nation's largest state-owned power utility. TruView built a completely customized screening platform to ensure that the Authority meets all federal and state regulations, as well as internal security protocols. Services also include customized risk-based intelligence monitoring services, such as global "GeoFence" internet and web monitoring.

New York State Department of Motor Vehicles

TruView performs covert anti-fraud investigative services of program sponsor delivery agencies, including both physical checks and internet course monitoring, for the Department's Point and Insurance Reduction Program from Buffalo to Long Island. Services include physical investigations and internet course monitoring.

New York State Office of Medicaid Inspector General

TruView has performed Medicaid provider fraud auditing and investigative services for New York State OMIG since 2005 as part of an effort that recovered over one billion dollars in Medicaid fraud, waste, and abuse.

MTA All-Agencies Investigations

TruView performs complex investigative services—including workplace and insurance investigations, surveillance, and witness location services—for LIRR, Metro-North, Triborough Bridge and Tunnel Authority, NYC Transit, and other MTA agencies.

Private Sector Professional Firms

TruView investigators and research analysts perform investigative, due diligence, and risk based intelligence services for professional firms throughout the United States.

Comprehensive Investigative Services

TruView is a full-service company offering a complete suite of comprehensive investigative services for a wide range of Clients, with services that include:

Risk-Based Threat Intelligence Monitoring and Crime Analysis: The TruView Team leverages its experience in the U.S. Armed Forces; federal and local law enforcement; and private investigative services industry to perform threat intelligence monitoring and analysis in protection for critical infrastructure. We maintain the capability to staff contract teams of intelligence analysts and, with an internal Intelligence Unit staffed full-time, on a casework basis, as well.

Internal Intelligence Unit: TruView staffs, operates, and maintains its own Internal Intelligence Unit. This unit is tasked with the daily collection and analyzation of intelligence information from open sources, proprietary databases and algorithmic search tools, and social media exploitation. Deciphering this information and layering it to form an accurate depiction, our Intelligence Analysts support our investigative personnel in the field by providing accurate and actionable information that leads to the completion of case objectives.

Beyond supporting our Investigations Division personnel, the Internal Intelligence Unit provides analytical support to our Due Diligence and Background Screening Divisions. Through our Due Diligence work we provide daily analyzation and threat assessments of open source and social media to a number of Clients, many of whom constitute government agencies and several of which represent critical infrastructure. These assessments consist of applying proprietary threat matrices, tailored to the Client's specific location, industry, and functions, and leveraging the gathered information. This involves an acute understanding and application of multiple technology systems and platforms. However, it is the expert human analysis of the information gained from the use of these systems that sets TruView apart. Our analysts are trained and experienced in connecting the critical pieces of information together in order to obtain a full-spectrum view of the situation at hand.

When necessary, background screening files are referred to the Internal Intelligence Unit for assistance in locating or confirming a piece of information on an applicant's file. This can range from resume gap identification, confirmation of an address or email address, and verification of social media accounts. Not only does the unit provide invaluable support to the Background Screening division in these instances, but it provides continuous opportunity for our analysts to interact and receive experience working with all three business units. This provides for a more well-rounded and seasoned analyst that then brings the breadth of their various experiences to intelligence interpretation, allowing them to see the information through more than one lens and apply the most pertinent analysis.

The staffing of the Internal Intelligence Unit, as well as for other contract-specific positions, has provided ample experience for TruView's Human Resources department. Our specialists are well versed in the sourcing, screening, and vetting of candidates with law enforcement, intelligence, and investigative community backgrounds. We recruit from the United States Armed Forces, as well as former law enforcement officers and detectives that held positions in the various Intelligence Units of the FBI, NYPD, Nassau County PD, Suffolk County PD, New York and New Jersey State Police, and various other departments across the country. Once a part of TruView, we expand upon their knowledge base through an extensive on-boarding and training program. This educates the analysts on the various intelligence gathering and case management systems we have at our disposal. The training also attunes the analyst to the application of intelligence analysis in the private sector and civilian field, allowing them to transition their valuable skill sets and focus them in a new and inventive way.

Surveillance Operations: Using state-of-the-art technologies, TruView investigators perform both covert and overt surveillance services in any environment on an as-needed basis or in conjunction with ongoing

investigative programs. TruView investigators are experts in conducting surveillance in wide-ranging communities throughout varied environments. We assign investigators who know local/regional geography, neighborhoods, and other specific factors toward achieving the highest possible surveillance success rate.

Undercover Operations: TruView's undercover operations blend technology and tradition with discretion and Client-customization. Our investigators have conducted undercover operations for Fortune 500 companies, law firms, commercial businesses, and government agencies. Our covert and overt undercover investigations are performed with the utmost discretion and tailored to the specific needs of our Clients. TruView technologies allow virtually unlimited surveillance, if needed, and we strictly follow privacy and other relevant laws. We provide detailed weekly investigative reports and immediate notification when evidence of criminal activity is uncovered. TruView's surveillance and undercover investigations are used in wide-ranging applications that include:

- Workplace Compliance and Family Medical Leave Act Cases
- Service Quality Monitoring
- Internal Theft, Fraud, & Embezzlement
- Government Fraud, Waste & Abuse
- Comprehensive Background Investigations & Clearance Checks
- Insurance Investigations
- Civil Rights & Employment Related Investigations

Location and Identity Verification Services: TruView conducts worldwide location and verification services, with degree of success that leads the industry. We perform these investigative services based on limited data elements, obtain certified documents, and conduct field investigations to clear false positives. Our holistic approach mixes analytical intelligence—using powerful databases and open-source methodologies—with expert physical investigative techniques to help us pinpoint subject locations/status quickly and with certainty.

Fraud Investigations: TruView offers a full range of solutions to protect governments, commercial businesses, and private institutions from fraud. Our team of contract investigators set the model for private-public partnerships in New York State in the fight against welfare fraud, waste, and abuse, helping to spare taxpayers literally hundreds of millions of dollars in recoveries and savings. TruView's skilled investigators, auditors, and research analysts apply the most up-to-date investigative techniques to protect Client assets against a universe of fraud, including:

- Government Fraud, Waste, and Abuse, including Welfare Fraud
- Internal Theft and Fraud, Bribery, Extortion, Vendor Kickbacks, and White-Collar Crime
- Theft of Trade Secrets and Intellectual Property Rights
- Transportation, Cargo, and Freight Theft
- Organized Crime and Corruption

Workplace Investigations/Confidential Personnel Investigations: TruView's workplace investigations assist our Clients in employee disciplinary actions, early resolutions to litigated matters, and in providing key evidence for administrative and court hearings. These investigations require application of our knowledge and compliance with relevant laws, codes, and procedures, including the NYS Human Rights Law; ability to conduct thorough and efficient interviews of employees and other parties that uncover all available information and help our Clients understand all the facts in evidence; and prepare accurate, thorough reports detailing findings and recommendations. TruView's experience in working with Agency attorneys and District Attorney offices, as well as investigative and legal resources on our Team, plays an important role for our Clients in any legal court or administrative action that may develop in a case.

Contract Integrity and Compliance Investigations: TruView partners with government agencies and corporations to monitor contractor integrity and compliance. Our unique ability to assemble teams of respected professionals—including fraud and corruption investigators, legal counsel, forensic auditors, regulatory experts, intelligence experts, and former law enforcement officers—gives us the advantage in

ensuring that Client contractors are meeting their obligations in matters of financial accountability, business ethics, regulatory compliance, and social responsibility. TruView's integrity monitoring programs extends to virtually every aspect of contract compliance, to include:

- Minority and Disadvantaged Business Subcontracting Requirements
- Corporate Accounting, Employment, and Financial Policies & Practices
- Wage Practices
- Business Ethics
- Compliance with Criminal and Civil Statutes & Regulations
- Corporate Compliance Training

Various Field Investigations: TruView employs traditional and cutting-edge methods to overcome any investigative challenge. Our field investigations include:

- Insurance Investigations
- Accident Investigations
- Litigation Support
- Computer and Financial Forensic Investigations
- Family Medical Leave Act Investigations
- Mystery Shops

UNIQUE ID NUMBER 11000197978	<p align="center"><i>State of New York</i> Department of State —DIVISION OF LICENSING SERVICES—</p> <p align="center">Pursuant to the provisions of ARTICLE 7 OF THE GENERAL BUSINESS LAW AND AMENDMENTS THERETO</p> <p align="center">TRUVIEW BSI LLC 25 NEWBRIDGE ROAD STE 210 HICKSVILLE, NY 11801</p> <p align="center">HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A PRIVATE INVESTIGATOR</p> <p align="center">FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED, AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED</p>	<p align="center">FOR OFFICE USE ONLY</p> <p>Control No. 1386533</p> <p>EFFECTIVE DATE MO. DAY YR. 04 24 21</p> <p>EXPIRATION DATE MO. DAY YR. 04 23 23</p>
DOS-099 (Rev. 4/03)	<p>ROSSANA ROSADO SECRETARY OF STATE</p>	

Due Diligence Services

TruView Due Diligence Investigations are targeted, in-depth screens that help our Clients ascertain the integrity, financial viability, reputation, and legal standing of individuals or businesses, located anywhere in the world. Experts in worldwide physical and cyber sourcing tactics, TruView investigators and analysts team up to perform the full scope of due diligence services for such applications as:

- Financial Investigations
- Red Flag Review
- Strategy and Manager Selection
- Pre-Investment Due Diligence
- Company Acquisitions/Mergers
- Compliance Monitoring
- Know-Your-Client Investigations
- Executive Placement/Board Selection
- Discreet Source Inquiries
- Asset Searches
- International Business Issues
- Pre-Litigation

TruView investigation may reveal misrepresentation of personal and professional information; financial difficulties, including bankruptcies, tax liens, and foreclosures; lawsuits; criminal history or criminal accusations and indictments; regulatory malfeasance; a history of litigious behavior; undisclosed corporate affiliation; and any manner of negative conditions or behavior that could signify the end of a process.

Integrated Investigative Technology Platform

The powerful TRU365 background screening platform is integrated with multiple data repositories specific to Business and Reputational Risk, to include business credit reports cross-referenced with D&B platform data reports in TruView's Business Credit Report Plus™ feature. Further, TruView has the capability to conduct red flag checks beyond business criminal, civil, UCC, government watch list, corporate filings, and tax, lien and judgment records. Searching further to ensure TruView Clients "Know Their Customer," TruView uses additional sources, such as regulated financial dealings, tax assessor records, corporate affiliation linkages, enhanced open source intelligence collection, investigation-specific regulatory database searches, significant investment holding in public/private companies, and campaign financing and PAC history. TruView has also assisted with vendor compliance, building custom vendor management platforms, focused on debarred vendor lists, insurance and regulatory compliance, and past job experiences.

We Doggedly Pursue All Obtainable Information from Direct Sources

TruView never deviates from its best-practices approach, which includes performing local court searches and other physical and online investigative efforts to confirm or follow up on database hits. We are resourced to provide complete accuracy in our reporting and "boots on the ground," as needed.

We Use Premium Databases for the Whole Truth and Nothing but the Truth

We do not use off-the-shelf, generic databases and call it "due diligence." We use refined premium databases sources that allow us to target specific Client needs and objectives and, most important, identify additional potential direct source and leads to follow—it is how we obtain the whole truth.

Open Source and Social Media

TruView researches, tests, and retests the latest practices and protocols for "finding the needle" through open source intelligence (OSINT) collection, including as found on the internet, deep web, and dark web. (OSINT is data collected from publicly available sources to be used in an intelligence context.) While multiple industry sources have provided data detailing the amount of information available on the public web (from 4 – 16%, dependent on source), without proper training, most analysts are not able to access a large majority of information available through OSINT resources. Moreover, advanced training is required to conduct investigations into the distinctly different information available via the deep and dark web. With a focus on continual learning, TruView provides expert-level training, both internally and externally through industry-vetted providers, on the latest tactics, techniques and processes for conducting investigations, legally and ethically, in these vastly different environments.

Industry-Specific Due Diligence Screens

TruView develops customized screening solutions to help Clients match their due diligence service needs with the industry-specific regulatory compliance. We apply our technology and analytical expertise to wide-ranging industries, such as the heavily regulated financial, aviation, healthcare, and power utility markets, for example.

U.S. Operations with Full International Reach

No Outsourced Verifications or Customer Service Operations: TruView does not outsource verifications or data to overseas call centers. Our employees, data, and customer service operations are within the United States. With a nationwide network of local investigators/court runners, TruView performs expedient court/document searches in any local jurisdiction in the U.S. TruView uses vetted resources external to the United States only for international searches.

International Screens: International verifications are performed through a combination of on-staff experts and our large network of carefully vetted, trusted third-party sources, worldwide. We perform a full range of international searches. International search results are returned with the official name of court/agency searched and local contact information for secondary verification. TruView is current in all international laws—as well as political developments—that impact international searches. We maintain a country-by-country index that contains specific details on record availability, local privacy issues/laws, requirements for information access estimated turnaround times, and pricing. TruView is current in the new EU General Data Protection Regulation regarding international data transfer. Our consent forms are updated to give applicants the ability to opt out, if so desired (that is, so their information will not be allowed to cross EU borders).



TruView360 Risk-Based Intelligence Services

TruView uses the latest monitoring technologies and practices for "finding the needle" to deliver enhanced risk intelligence that protects against contemporaneous threats.

OSINT + Social Media Monitoring for Reputational Risk: Combining best practices of AI technology, analytic algorithms, and expert human analysis, TruView performs open source intelligence (OSINT) and/or social media monitoring for reputational risk. Keyword searches are implemented for categories such as Discrimination; Illicit Drug Use; Proclivity to Violence; Illegal Activity; Terrorism; Language/ Inappropriate or Provocative Content; and Toxic Behavior. Quarterly refreshes ensure that the most relevant user profiles/names are monitored. Integrated with the back-end of the TRU365 background screening platform.

Criminal Database Monitoring: TruView performs continual monitoring of changes to an individual's criminal records through National Criminal and Jurisdiction Locator databases. These are multi-jurisdictional databases compiled from available state and county criminal records, with sources that may include court, incarceration, prison/inmate, probation/parole/release, and arrest records, as well as outstanding wants and warrants. The process scrapes data from our criminal databases, as dynamically as our database systems are updated. As with any database system that TruView uses in screening, all "hits" are adjudicated at the direct source and local level.

Global Watch List/OFAC Monitoring: Often coupled with our criminal database monitoring, TruView monitors its Global Watch List products on a dynamic basis. Results are obtained from a search of over 175 databases covering U.S. and foreign regulatory sanctions, enforcement, and watch lists, including (but not limited to) the Office of Foreign Assets Control (OFAC) Specially Designed Nationals (SDN) List, Bank of England Consolidated List, European Union Consolidated List, FBI and Interpol Most Wanted Lists, and other international databases. Potential "hits" are adjudicated at the direct source level before reported.

Adverse Media Monitoring: TruView conducts dynamic searches of traditional media repositories for keywords that are potentially adverse for a business or key person. This search is most often ordered from our Due Diligence Clients who want to monitor specific business entities for adverse mentions in the news.

GeoFence Monitoring: TruView's GeoFence combs through billions of internet posts in the cloud every minute of every day, for OSINT that may signify a threat, reveal an emerging issue, or pinpoint adverse information against your organization and its facilities.

Deep and Dark Web Monitoring: The volume of information on deep and dark webs is effectively infinite; manual threat-monitoring is not a sustainable strategy. TruView performs 24/7 monitoring of both the Deep Web (including Paste Sites, unindexed web sources, Pastebin, etc.) and Dark Web (TOR, I2P, FTP, and IRC servers) to provide a complete picture on data breaches, illicit activities, and other intelligence of critical important to our Clients.

Pre-Investigation Intelligence Collection: Our proven, distinguished team utilizes a pre-investigation intelligence collection (PIIC) process for many applications, combining database repositories and millions of records with analyst intelligence collection using social media and open source intelligence sources (OSINT) to find key pieces of information of critical importance to the case and assisting in expeditious, streamlined services. We use a proprietary, three-tiered approach to intelligence for pre-investigations and ongoing operations that includes a carefully curated mix of diverse data suppliers, along with a highly refined open source intelligence methodologies. Consistent with our best-practices approach, our Project Leaders and Vice President perform ongoing audits for accuracy, which includes quality assessment of our databases. TruView analysts and investigators have superior data mining and analytical skills and maintain proficiency in utilizing special, industry-specific database search products. Our Team has gained a reputation in our industry for our adaptability in intelligence gathering and ability to "find the needle."

Key Personnel

TruView is committed to meeting and exceeding the needs of all Client requests. Our partnerships flourish because our core values and commitment to excellence are embodied in our real-world operations. We have leveraged a team approach to projects that takes advantage of TruView's deep competencies in background screening and due diligence screening, investigative services, business intelligence, and customer-focused services management. TruView's management and staff have the experience and professional credentials to expertly perform and deliver superior background screening services. We provide complete management accessibility; day-to-day questions, concerns, and requests are handled in personalized fashion by an integral TruView team, based in the United States.

Nicholas M. Auletta, CPP, President

Nicholas M. Auletta is President and Owner of TruView BSI, LLC, a Service-Disabled Veteran-Owned Business and a leader in background screening and investigative services, with over 150 investigators, research analysts, and specialists in New York, California, New Jersey, Florida, and Texas. He is actively involved in running operations and services for a portfolio of over 1,200 Clients, including global companies, government agencies, and financial and professional firms. See biography, above.



Alfred J. Murphy, Vice President – Investigations – EXECUTIVE PROJECT MANAGEMENT

Al Murphy has a record of success in operations management, investigations, and law enforcement, gained during his 20-year career with the New York City Police Department and more than 14 years in government agencies and the private sector. As the executive leader of TruView's Investigative Services Division, he directs over 150 TruView investigators and specialists in operations across the United States and internationally, ensuring investigative successes and the highest level of contract compliance. Prior to TruView, for three years, Al served as the New York City Regional Manager for Summit Security Services, Inc., then one of the 10 largest security firms in the United States, where he directed a security force of over 2,000 personnel in service to some of the most prestigious clients in the world, including ABC Disney, Columbia University, Rudin Management, and the Port Authority of New York and New Jersey. From 2006 to 2017, Al was the Operations Manager for the first-ever Investigative Consultative Unit for the New York City Administration for Children's Services, where he directed a staff of 165 former criminal investigators in investigating allegations of child abuse and neglect, citywide.

Al served in NYPD from 1984 to 2004, retiring at the rank of Lieutenant Commander of the Detective Squad, serving as the commanding officer of a precinct squad, with oversight of criminal investigations, to include those of homicide, assault, sexual abuse, robbery, domestic violence, and burglary cases. He supervised and performed high-profile investigations. Al has had extensive training from the New York City Police Academy and other governmental agencies, including in police science, law, social science, and comprehensive investigative techniques; and he studied at New York's Five Towns College and Nassau Community College. He is an active member of the National Law Enforcement Associates, serving as its President in 2018 and as a member of the Board of Directors since 2019.

Robert Bissonnette, Manager – Intelligence

Robert Bissonnette has over 13 years of service to our country, with service time in the United States Marine Corps, United States Navy, and the Department of Veterans Affairs. Still serving in the United States Navy Reserve as his unit's Licensing Examiner, Safety Inspector/Supervisor, and Operations Chief, Robert's time in service includes increasing levels of supervisory and management responsibilities. During Robert's time in the Active Duty Marine Corps, from 2006 to 2014, Robert rose to the position of Platoon Sergeant, overseeing the wellbeing and care of his platoon's soldiers and heavy equipment. Robert's service time includes deployments to Iraq, Dominican Republic, Honduras, Peru, and Suriname. A consummate

professional, Robert is eager to learn the latest in investigative and research techniques, having completed coursework from many of the industry's leading sources, and his perseverance to "Find the Needle" is evident on all assigned casework. Robert manages TruView's internal research capabilities, handling and delegating all pre-investigative intelligence collection activities. An expert in open source intelligence, Robert works closely with TruView account management to ensure investigators can perform their field tasks more effectively and efficiently with superior intelligence.

Matt Regan, Manager – Investigations

Matt Regan serves as the Manager of a major statewide investigative contract, overseeing the deployment of investigators charged with the acquisition of highly detailed information in a time sensitive environment. Prior to TruView, Matt worked for Summit Security Services, a large, privately held security and investigation firm headquartered on Long Island. Serving first as a Security Operations Center Operator, he was promoted after just 18 months to Security Operations Center Supervisor. As a supervisor, Matt managed a team of 12 SOC Operators covering three tours in a 24/7 work environment, ensuring the integrity of all the working and master schedules in the company's electronic platform in support of 5000 Security Officer employees. After Summit Security was acquired by Allied Universal Security Services, Matt worked as an Operations Manager providing leadership and overseeing four Site Managers and a team of 250+ Security Officers compiling nearly 9000 hours of security coverage per week. Matt graduated Cum Laude, Dean's List, and Pi Sigma Alpha from Manhattan College with a Bachelor of Arts in Government. In 2011 he completed a Congressional Internship with the Committee on Homeland Security in Washington, D.C.

Dennis Bardin, Manager – Investigations

represents the high caliber of frontline Supervisors and Managers that TruView assigns to its contract teams. Dennis is a criminal and fraud investigator with over 30 years of law enforcement and investigations experience. He has been with TruView since 2011 and currently supervises TruView's contract team of 10 investigators who perform provider and recipient welfare and entitlement fraud investigations for the Nassau County Department of Social Services, Special Investigations Unit. The team has been very successful in investigating cases that have resulted in criminal prosecutions and have returned millions of dollars to County taxpayers. Dennis is a Certified Welfare Fraud Investigator and a member of the New York Welfare Fraud Investigators Association and the Association of Licensed Detectives of New York.

Dennis had a distinguished career with the New York City Police Department, retiring after 20 years with the rank of Detective Investigator, managing investigations of the Queens Homicide Squad for five years. He conducted over 3,000 criminal investigations in 10 years with the 106th Precinct Detective Squad, executing more than 600 arrest and search warrants and participating in over 250 homicide investigations. In addition to investigating violent felonies, bias crimes, and organized crime activities, Dennis worked with financial institutions, public utilities, and private corporations in investigating fraud, criminal impersonation, economic crimes, and facility security. He earned 11 NYPD Medals of Commendation.

Shaun Mara, Investigator/Analyst

Shaun Mara joined TruView in February 2021 as its Senior Manager of Investigations and currently serves as an Investigator/Analyst. He served 23 years with New York City Police Department, retiring in 2019 with the rank of Detective Sergeant. Shaun served as Commanding Officer for five NYPD Precinct Detective Squads, including the 111th (2017 – 2019), 114th (2016 – 2017), and, from 2008 to 2015, the 105th, 106th, and 107th Precincts. He also served as Executive Officer of the Force Investigations Division, Brooklyn – Queens Team and as Investigative Sergeant of Internal Affairs Group 54. As a Detective Sergeant, Shaun led and resolved a voluminous number of internal and external criminal investigations. He maintained working relationships with law enforcement professionals from other jurisdictions and departments, including the FBI, New York State Police, DEA, ICE, DHS, U.S. Secret Service, and New York Federal Prosecutor's Office, contributing to numerous high-profile cases. Shaun was cited for Exceptional Police Duty three times. He holds a Juris Doctor degree from Touro Law School and Bachelor of Arts degree from Villanova University.

John Frammosa, Investigator

John Frammosa represents the high-quality personnel who lead investigative cases for TruView. John has been with TruView since 2014, and served for four years as our Senior Manager of Investigations, managing a large team of investigators in performing comprehensive investigations for government agencies and public-sector Clients. Prior to that position, he was a member of TruView's contract investigative team for Nassau County Department of Social Services, performing complex fraud and financial investigations of the Medicaid and entitlement systems. John has 30 years of investigative experience, both in his 15 years with the New York City Police Department—from which he retired as Detective 3rd Grade, including seven years as a member of the Organized Crime Control Bureau—and in the private sector, specializing in fraud and financial investigations. He spent six years in the financial service industry, including four years as a fraud tax examiner for the IRS.

Robert A. Kroliekiewicz, Investigative Consultant

Rob Kroliekiewicz is an Investigative Consultant and former Director of Investigations for TruView. Rob is a 20-year veteran of the United States Marine Corps, retiring in 2011 with the rank of Chief Warrant Officer 3. His extensive expertise includes counterintelligence and human intelligence (CI/HUMINT); physical and technical surveillance operations; counter-surveillance; investigations; and interrogations. From 2003 to 2006, Rob was assigned to lead and manage a nine-member USMC CI/HUMINT team tasked with locating, targeting, and mitigating foreign intelligence collection efforts and hostile forces working against U.S. and Coalition forces during Operation Iraqi Freedom. These operations coincided with combat operations in support of Marine Expeditionary Forces. He and his team identified and mitigated a large operation in Al Anbar Province, Iraq, from which insurgents were manufacturing improvised explosive devices (IEDs); these actions significantly reduced terrorist capabilities in the province. As Technical Operations Officer in Charge, Rob managed a technical operations team in support of Department of Defense strategic-level and Special Forces operators. His many duties in this capacity included planning and directing over 50 sensitive/closed technical operations while deployed to Iraq, Afghanistan, and other locations worldwide. Upon his retirement and before joining Summit/TruView in 2015, Rob served as a technical operations consultant for a Fortune 500 technology /defense contract firm. He received extensive training during his career in investigative technologies, operations, and management. He maintains active DoD Top Secret Clearance.

Carl Bell, Supervising Investigator, Financial Investigations

A former Police Commissioner of Mount Vernon, NY, Carl Bell has extensive experience in federal law enforcement task management related to complex domestic and international narcotics. He is the Managing Partner of BBG Consulting, a Minority Business Enterprise partner with TruView, and serves on a per diem basis with TruView for financial investigative projects. Carl has 21 years of experience as a Special Agent with the U.S. Department of Justice Drug Enforcement Administration (DEA) in the Office of Financial Operations. Carl specialized in coordinating DEA's domestic field operations related to money laundering related to narcotics trafficking globally. Carl served as a member of the DEA's Sensitive Activity Review Committee (SARC) which approves proactive money for priority target investigations and DEA personnel training globally. He was assigned as Assistant Attaché to the West Indies office responsible for working with local commissioners to develop strategies to combat trafficking and money laundering in eight island nations including Barbados, St. Vincent, Grenada, St. Lucia, Antigua, Barbuda, St. Kitts and Nevis. Mr. Bell has served on the New York Drug Enforcement Task Force, Operation Sunrise, a joint local, state and federal fugitive apprehension program as well as the New York State Recruitment and Background Investigation Coordinator. He holds degrees in Accounting and Public Administration.

Client Responsiveness

Strong Client partnerships and Client responsiveness are foundational to TruView's success. With the goal of complete Client satisfaction, we strive to be the most responsive background screening services firm in the industry. We take an organic approach to Client relationships.

As a privately owned firm with concentrated resources, we optimize communications without the bureaucracy associated with other firms. Complete screening capabilities and expertise are matched with a personalized service approach and management accessibility. Our Clients communicate directly with dedicated professionals assigned to their case/contract.

TruView's background screening offices operate from 8:00 am to 6:00 pm in Eastern, Central and Pacific time zones, providing extended normal business hours. In addition to direct contact with your dedicated Team, through TruView's help@ email contact and a 1-888 customer service number, we track customer service requests in real time, for fast response by the professionals who work directly on Client contracts and cases.

TruView's Support and Compliance teams also monitor and review the customer service request tickets as they are received and rerouted. This level of redundancy ensures that a staff member is always reviewing and distributing customer service request tickets, allowing for a rapid response by the team responsible for the background screenings, and an efficient rectification of the issue at hand.

TruView is a Client-responsive company, and we provide the resources necessary to meet anticipated Client implementation timelines and processes. We find that being a streamlined organization not only allows us to take a personalized approach but to cut down on organizational "red tape," as well, making for faster implementation times and issues resolution. We closely manage your investigative program and cases to ensure consistency, familiarity, and Client responsiveness, we resolve any problems or issues that arise, professionally and expeditiously. TruView is a high-performance team, organized to deliver on Client expectations.



Contact Us

We take seriously our role as an industry leader. We know that leadership becomes possible only through sound principles, strategic vision, and the pursuit of excellence at all levels of the organization.

TruView has invested in the right people who want to make a difference and in an organizational infrastructure that fully supports their efforts to excel.

We blend innovative background screening and investigative methods with old-fashioned customer service, supported by a sustainable organization that is built for speed and Client responsiveness.

For further information on our services, please contact:

Nicholas M. Auletta, CPP
President
TruView BSI, LLC
25 Newbridge Road, Suite 210
Hicksville, NY 11801
516-289-0273
nmauletta@truviewbsi.com / www.truviewbsi.com



COUNTY OF NASSAU

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

1. Name of the Entity: TruView BSI, LLC

Address: 225 Broadhollow Rd., Suite 304

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

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

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

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

1 File(s) uploaded: Consent of the Members - Amendment to Sch I 10.22.pdf

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.

See attached.

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 [X]

(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:

Nicholas M. Auletta [NMAULETTA@TRUVIEWBSI.COM]

Dated: 11/01/2022 03:27:20 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 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.



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)
TRUIVIEW BSI, LLC
25 NEWBRIDGE RD STE 210
HICKSVILLE, NY 11801

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

1b. Business Telephone Number of Insured
(917) 701-1955

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

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.
UNIONDALE, NY 11553-3656

3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 6911 97 - 9

3c. Policy effective period

08/01/2022 to 08/01/2023

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 10/17/2022

By Kristin Markwica

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

Telephone Number (866) 697-4332

Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 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, DB 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.**

Additional Instructions for Form DB-120.1

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

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



TRUVBSI-01

BREYNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711		CONTACT NAME: Mary Steele PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mary.steele@hubinternational.com		
INSURED TruView BSI, LLC 25 Newbridge Road, Suite 210 Hicksville, NY 11801		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Everest Indemnity Insurance Company		10851
		INSURER B : Everest National Insurance Company		10120
		INSURER C : Scottsdale Insurance Company		41297
		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 <input type="checkbox"/> OTHER:	X		51GL013241221	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							E AND O	Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			51CC004766221	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5300004126221	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	E&O			51GL013241221	8/1/2022	8/1/2023	Incl w GL/Limit	1,000,000
C	Excess Cyber \$5M			EKS3426988	4/15/2022	4/15/2023	Limit	5,000,000

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

Additional insured: Nassau County

Endorsement: ECG 205960412, C105-2 0915

UMB EDEC101 0700 ELANY FORM STAMPED and GL EDEC101 0700 ELANY FORM STAMPED are forthcoming from All Risk Limited

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, NY 11553-3656	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for an additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
3. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) TruView BSI LLC 25 Newbridge Rd. Ste. 210 Hicksville NY 11801</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 586-289-0273</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, NY 11553-3656</p>	<p>3a. Name of Insurance Carrier Everest National Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" 5300004126221</p> <p>3c. Policy effective period 08/01/2022 to 08/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. </p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

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

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 the coverage as depicted on this form.

Approved by: Christopher McGovern
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  08/01/2021
(Signature) (Date)

Title: Senior Vice President, RT Specialty, LLC.

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-366-5810

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

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A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for an additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
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D. With respect to the insurance afforded to an additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
3. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) TruView BSI LLC 25 Newbridge Rd. Ste. 210 Hicksville NY 11801</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 586-289-0273</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, NY 11553-3656</p>	<p>3a. Name of Insurance Carrier Everest National Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" 5300004126221</p> <p>3c. Policy effective period 08/01/2022 to 08/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. </p>

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


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

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

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 the coverage as depicted on this form.

Approved by: Christopher McGovern
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  08/01/2021
(Signature) (Date)

Title: Senior Vice President, RT Specialty, LLC.

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-366-5810

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

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

COUNTY OF NASSAU
Inter-Departmental Memo

To: Robert Cleary
Chief Procurement and Compliance Officer

From: Nancy Nunziata, LMSW
Commissioner, Social Services



Date: January 3, 2023

Subject: Delay Memorandum
Investigative Services
TruView BSI, LLC
Contract #CQSS23000001 || CLSS23000001

The Investigative Services Contract for TruView BSI, LLC has been delayed from continuous processing due to the following factors upon information and belief:

- The Department was awaiting completion of RFP committee review/recommendation and award processing in the Solicitation Tracking System which was completed on December 22, 2022.

We appreciate your consideration in reviewing this Delay Memorandum and request processing this service agreement.



COUNTY OF NASSAU
Inter-Departmental Memo

To: Budget Office

From: Reena Carnevale
Administrative Officer I, Social Services

Date: January 3, 2022

Subject: Section 32 Notification
Investigative Services
TruView BSI, LLC
Contract #CQSS23000001

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. The accompanying letter, dated December 29, 2022, was sent to Mr. Ron Gurrieri, President, CSEA Local 830 Nassau, copying the Nassau County Office of Labor Relations, provided notification of the Agreement.

Since no response from the Union was received, it is requested that the County proceed with contract processing.

Doc ID #160919





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/>

December 29, 2022

Via Email (rgurrieri@csea830.org)

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

Subject: RFP # SS1003-2239 Proposed Award/Agreement for Welfare Fraud Investigative Services
TruView BSI, LLC

Dear Mr. Gurrieri:

This letter is to advise you that the Department of Social Services is considering entering into contractual services with the above vendor commencing January 1, 2023 for a five (5) year term. The County's needs are described in the service provisions of the enclosed contract, including but not limited to, exhibits, appendices and/or other related attachments. This notification is provided to comply with the spirit and intent of Section 32 of the CSEA Collective Bargaining Agreement, however it should not be implied that these contractual services are for work which has "historically and exclusively been performed by bargaining unit members."

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
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Enclosure
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