



Certified: --

**E-47-23**

Filed with the  
Clerk of Nassau County Legislature  
April 28, 2023 12:39PM

**NIFS ID: CLSS23000010**

Capital:

Contract ID #: CQSS17000001

NIFS Entry Date: 02/21/2023

**Department: Social Services**

Service: Process Serving Services

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

Contract Delayed: X

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

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

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

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

## Contract Summary

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

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

**Procurement History:** The Department has been using this vendor since 2017.

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

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

**Impact on Funding / Price Analysis:** Federal 66% State 0% County 34% Line 13

**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	2800	DE	SSGEN2800	DE511	SSGEN2800 DE511	13	\$28,000.00
						<b>TOTAL</b>		<b>\$30,000.00</b>
GEN	30	3500	DE	SSGEN3500	DE511	SSGEN3500 DE511	14	\$2,000.00
						<b>TOTAL</b>		<b>\$30,000.00</b>

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$10,200.00
		Federal	\$19,800.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		<b>Total</b>	<b>\$30,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

## Routing Slip

Department			
NIFS Entry	Reena Carnevale	02/22/2023 04:29PM	Approved
NIFS Final Approval	Nancy Nunziata	02/23/2023 01:07PM	Approved
Final Approval	Reena Carnevale	03/01/2023 03:03PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	03/02/2023 04:01PM	Approved
RE & Insurance Verification	Andrew Amato	03/01/2023 03:23PM	Approved
NIFS Approval	Mary Nori	03/15/2023 02:19PM	Approved
Final Approval	Mary Nori	03/15/2023 02:19PM	Approved
OMB			
NIFS Approval	Irina Sedighi	03/08/2023 12:24PM	Approved
NIFA Approval	Irfan Qureshi	03/08/2023 01:41PM	Approved
Final Approval	Irfan Qureshi	03/08/2023 01:41PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/15/2023 02:58PM	Approved
DCE Compliance Approval	Robert Cleary	03/21/2023 05:50PM	Approved
Vertical DCE Approval	Anissa Moore	03/22/2023 04:16PM	Approved
Final Approval	Anissa Moore	03/22/2023 04:16PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/28/2023 11:20AM	Approved
Legislature			
Final Approval			In Progress

<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2023

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

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

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

### AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2023, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and One World Judicial Services, Inc, a corporation established under the laws of the State of New York, having its principal office at 172 Brook Avenue, Suite A, Deer Park, New York, 27215 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS17000001 between the County and the Contractor, executed on behalf of the County on May 15, 2017, as amended by the amendment executed on behalf of the County on January 1, 2018 and as amended by the amendment executed on behalf of the County on January 1, 2022 (collectively, the "Original Agreement"), the Contractor provides service of legal process services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS; the term of the original Agreement is from January 1, 2017 through December 31, 2022, (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Thirty-Two Thousand and 00/100 Dollars (\$532,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to increase the maximum amount and extend the term of the Original Agreement.

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

1. Term Extension. The Original Agreement shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be December 31, 2023.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Thirty Thousand and 00/100 Dollars (\$30,000.00), payable for Services rendered during the extension term of this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be Five Hundred and Sixty-Two Thousand and 00/100 Dollars (\$562,000.00) (the "Amended Maximum Amount").

3. Services. Section 2(a)(i) shall be amended and replaced with the following:


(i) The Contractor is not responsible to serve any Court documents contemplated in section 2(a) above when the party to be served resides in Nassau County; or the process requires immediate personal service as defined by section 308 of the CPLR and the Court has directed service within 24 hours in any county in New York State.

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

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ONE WORLD JUDICIAL SERVICES, INC.

By:  \_\_\_\_\_

Name: SUE CORTINA

Title: PRESIDENT

Date: 4-18-2023

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE IN

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

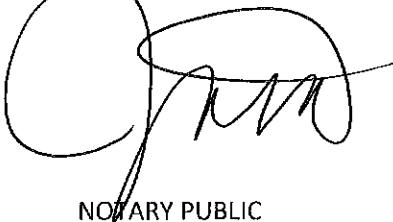
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

~~COUNTY OF NASSAU )~~  
**SUFFOLK**

On the 18 day of APRIL in the year 2023 before me personally came SUE CORTINA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of ONE WORLD JUDICIAL SERVICES the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

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



## Nassau County Interim Finance Authority

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

**1. Vendor: ONE WORLD JUDICIAL SERVICES INC**

**2. Amount requiring NIFA approval: \$30,000.00**

**Amount to be encumbered: \$30,000.00**

Slip Type: Amendment

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

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

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

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

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 %	66	
State %	0	
County %	34	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

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

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

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

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

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

IQURESHI

03/08/2023

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: One World Judicial Services, Inc.

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

FEDERAL TAX ID #: ██████████

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

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

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

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

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



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

The contract was originally executed by Nassau County on May 15, 2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued

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[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.

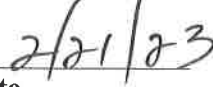
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested 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:

Sue Cortina [SC@ONEWORLDJUDICIAL.COM]

Dated: 01/26/2023 12:22:43 pm

Vendor: One World Judicial Services Inc.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

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.

NOT APPLICABLE

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

NOT APPLICABLE

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:  
SUE CORTINA [SC@ONEWORLDJUDICIAL.COM]

Dated: 01/26/2023 12:30:34 pm

Vendor: ONE WORLD JUDICIAL SERVICES  
INC

Title: PRESIDENT

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

### **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: 01/26/2023

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

2) Address of Place of Business: 172 BROOK AVENUE

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

Country: US

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

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

Country: US

Phone: (631) 667-8260

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

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4) Dun and Bradstreet number: 600862663

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

6) The proposer is a: Corporation (Describe)

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.

IF THIS SITUATION ARISES, WE WILL CONTACT THE COUNTY

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

09/07/1999

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

SUE CORTINA

1 File(s) uploaded: MINUTESOWJS.pdf

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

SUE CORTINA, PRESIDENT  
172 BROOK AVENUE SUITE A  
DEER PARK NY 11729

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

6

vi) Annual revenue of firm;

1500000

vii) Summary of relevant accomplishments

Vendor for NYS Atty General, Civil for 15 years  
Vendor for Suffolk County CPS for 10 years

2 File(s) uploaded: ATTORNEYGENERAL20192024CONTRACT.pdf, MX-M4071\_20230119\_201712.pdf

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

1 File(s) uploaded: DCALICENSE.pdf

B. Indicate number of years in business.

24

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and

reliability to perform these services.

We have been the process serving company for the NYS Attorney General for all Civil cases for 15 years, we have been the vendor for Suffolk County CPS

- 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	FERRO KUBA MANGANO PC		
Contact Person	WILLIAM FERRO		
Address	825 VETS HWY		
City	HAUPPAUGE	State/Province/Territory	NY
Country	US		
Telephone	(631) 581-9494		
Fax #			
E-Mail Address	wferro@ferrokuba.com		

Company	Blumberg, Cherkoss, Fitz Gibbons & Blumberg		
Contact Person	Susan Santiago		
Address	330 Broadway		
City	Amityville	State/Province/Territory	NY
Country	US		
Telephone	(631) 789-4040		
Fax #			
E-Mail Address	susansantiago@bcfblaw.com		

Company	GREY AND GREY		
Contact Person	MARIBEL GOMEZ		
Address	360 MAIN STREET		
City	FARMINGDALE	State/Province/Territory	NY
Country	US		
Telephone	(516) 249-1342		
Fax #			
E-Mail Address	maribel@greyandgrey.com		

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

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

#### **CERTIFICATION**

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

Name of submitting business: ONE WORLD JUDICIAL SERVICES INC

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

President  
Title

01/30/2023  
Date

## Minutes of Annual Meeting of The Board of Directors of One World Judicial Services Inc.

Purpose:

An annual meeting of the Board of Directors of the above-named Corporation was held at:

Date: December 22, 2022

Time: 3:00pm

Place: Office of One World Judicial Services Inc, - 172 Brook Ave., ste. A, Deer Park NY 11729

The following Shareholders were present, constituting a quorum:

Sue Cortina, Chairman of the Board

The meeting was called to order by the chairperson.

Resolved:

Upon motion and second by the sole director Sue Cortina, the following corporate officers shall remain at the respective positions until removed by the Board, to wit:

Sue Cortina shall serve as President.

Sue Cortina shall serve as Secretary.

Sue Cortina shall serve as Treasurer.

Resolution:

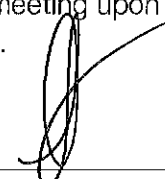
After full and complete decision of the Corporation's activity for the year, this meeting concluded upon the motion of the Chairman.

With no further business to come before the meeting upon a motion duly made, seconded and unanimously carried, the meeting was adjourned.

Approved:



Sue Cortina

  
\_\_\_\_\_  
Sue Cortina, Chairperson of the Board

**WAIVER OF NOTICE TO THE ANNUAL MEETING OF SHAREHOLDERS OF  
ONE WORLD JUDICIAL SERVICES, INC.,**

The undersigned, the sole shareholder of ONE WORLD JUDICIAL SERVICES, INC. do hereby waive, pursuant to New York Business Corporation Law 606 and any other applicable section of the New York Business Corporation Law, notice of the annual meeting for time, place and purpose of the shareholders of said corporation and hereby consents that such meeting be held on DECEMBER 22, 2022EST, at 172 Brook Avenue, suite A, Deer Park New York, County of Suffolk, State of New York, and authorizes and approves any and all action that may be properly taken at such meeting.


Held On

Date: December 22, 2022 ]

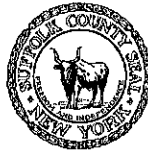
Time: 3:00pm

We do further severally agree and consent to the transaction thereat of any and all business that may properly come before said meeting.

Dated: December 22, 2022

  
\_\_\_\_\_  
Sue Cortina, Sole Shareholder

Steven Bellone  
Suffolk County Executive



Rosalie Drago  
Commissioner

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS**

**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO  
LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)**

**To Be Completed By Applicant / Covered Employer / Owner**

EMPLOYER/CORP/BUSINESS/COMPANY NAME: ONE WORLD JUDICIAL SERVICES, INC

ADDRESS: 172-A BROOK AVE DEER PARK NY 11729

CONTACT NAME: SUE CORTINA

TELEPHONE #: 631-667-8260

AWARDING AGENCY: Public Works

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: 11-3514845

CONTRACT ID: PSL-092118

NOT-FOR-PROFIT: YES ☐ NO ☐ (Submit Proof of IRS Not-for-Profit Status)

BOD: 09-06-2018

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): 09-21-2023 to 09-20-2024

**BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:**

PROCESS SERVICES -LOCAL

SUBCONTRACTOR NAME:

ADDRESS:

VENDOR, FEDERAL ID OR SOCIAL SECURITY #:

TELEPHONE #:

CONTACT NAME:

DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:

**EVIDENCE OF COMPLIANCE:**

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

- A. United States passport; *or*
- B. Resident alien card or alien registration card; *or*
- C. Birth certificate indicating that person was born in the United States; *or*
- D. (1) A driver's license, if it contains a photograph of the individual; *and*  
(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); *or*
- E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE WITH THE REQUIREMENTS OF  
8 U.S.C. SECTION 1324a WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York )

County of SUFFOLK ) ss:

SUE CORTINA, being duly sworn, deposed and says:  
(Print Name of Deponent)

1. I am owner/authorized representative of ONE WORLD JUDICIAL SERVICES, INC.  
(Circle one) (Name of Corp., Business, Company)

2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 353 (2006).

Sworn to before me this 16 day

of JANUARY 2023

(Notary Public)

(Signature of Deponent)

JENNIFER SIMMONS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01S16332918  
Qualified in Suffolk County  
My Commission Expires 11-09-2023

DOL-LHE1/2 (revised 8/17)

**Suffolk County Form 22**  
**Contractor's / Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all Contractors/vendors that have a Contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and Contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's / Vendor's Name ONE WORLD JUDICIAL SERVICES, INC  
Address 172-A BROOK AVE  
City and State DEER PARK NY Zip Code 11729
2. Contracting Department's Name Suffolk County Department of Public Works  
Address 335 Yaphank Avenue, Yaphank, NY 11980-9608
3. Payee Identification or Social Security No. \_\_\_\_\_ Contract #: PSL-092118 BOD: 09-06-2018
4. Type of Business: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other
- 5a. Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? ☒ Yes ☐ No.
- 5b. Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000?  
☐ Yes ☒ No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)  
SUE CORTINA - 172 BROOK AVE, SUITE A, DEER PARK NY 11729  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).  
SUE CORTINA - 172 BROOK AVE, SUITE A, DEER PARK NY 11729  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ☐ Yes ☒ No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.)  
PROCESS SERVICES -LOCAL
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of Contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County



shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the Contract.

12. **Verification.** This section must be signed by an officer or principal of the Contractor/vendor authorized to sign for the company for the purpose of executing Contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 1-16-2023 Signed: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Name of Contractor/Vendor: \_\_\_\_\_

SUE CORTINA

PRESIDENT

ONE WORLD JUDICIAL SERVICES, INC.

**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT**  
**(Within New York State)**

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

On the 16 day of JANUARY in the year 2023 before me, the undersigned, personally appeared SUE CORTINA personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)  
(Notary Public)

JENNIFER SIMMONS

NOTARY PUBLIC-STATE OF NEW YORK

No. 01S16332918

Qualified in Suffolk County

My Commission Expires 11-09-2023

STATE OF )

COUNTY OF )

) ss.:

)

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

\_\_\_\_\_  
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)  
(Notary Public)



**MEMORANDUM OF AGREEMENT**  
**(Contract)**  
**NYS Office of the Attorney General**  
**Budget & Fiscal Management Bureau**  
**<http://www.ag.ny.gov>**

LETITIA JAMES Attorney General
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**Contract Number/Name: C-105054/One World Judicial Services Inc.**  
**(Process Services)**

This AGREEMENT, made by and between the New York State Office of the Attorney General, with its principal offices at State Capitol, Albany, New York 12224 (hereinafter referred to as **OAG**) and Associated Services Legal Process, with its principal offices at 172 Brook Avenue Suite A, Deer Park, NY 11729 (hereinafter referred to as **CONTRACTOR**).

WITNESSETH:

WHEREAS, OAG has a definite need for Process Services; and

NOW, therefore, in consideration of the mutual covenants and considerations herein set forth, the parties hereto agree as follows:

**ARTICLE I – SCOPE OF SERVICES**

The Contractor will provide the required services as described in the Invitation for Bid (IFB) 19-001 Process Services, due on May 22, 2019. The Contractor will be the **PRIMARY CONTRACTOR** for the following region(s): Hudson Valley and New York City/Long Island. The Contractor will be the **SECONDARY CONTRACTOR** for the Capital Region, North Country, Outside of New York, including Alaska, Hawaii, Puerto Rico, US Territories, Canada and Europe. The contractor shall effectuate service of process for that region on a case by case basis. Under the direction of the OAG, the contractor must:

- 1.1 Provide service of process in accordance to all relevant federal, state, and local laws and rules, including, but not limited to the New York General Business Law, New York Civil Practice Law and Rules, and the New York Business Corporation Law.
- 1.2 Provide service of process with **due diligence**, as that term is defined by relevant statutory and case law and the affidavit of service shall contain sufficient allegations of sworn fact showing such due diligence. In addition to attempting delivery at the defendant's actual residence and place of business, an effort must be made to attempt to deliver to a person of suitable age and discretion.
- 1.3 Provide service of process at various hours to have a successful rate. Service of process attempts shall include those made during the early morning, late evening and on non-religious observed weekends, except Sunday.
- 1.4 Provide service of process by delivery personally, whereas a copy of the summons may be served to the defendant in his or her hand (in-hand). **Four (4) attempts at in-hand service are required and must include a minimum of one (1) attempt after 7:00 pm on a weekday or on a non-religious observed weekend, except Sunday.** Summonses served in this manner and for the purpose of this bid are defined as **regular service for the basis of unit price.**
- 1.5 Provide service of process by **substituted delivery**, if unable to effectuate service by in-hand service. In the event substituted delivery is effected, the OAG requires that the affidavit of service contain the first and last name of the individual who received the summons and a physical description of the person served. In addition, the relationship to the defendant should be specified, i.e., husband, wife, co-tenant, etc. Although it is understood that it is not always possible to elicit the full name and relationship of the person on which substituted service is made, the OAG expect the contractor to make every effort to ascertain this information.

- 1.6 Provide service of process by "Nail and Mail", if unable to effectuate service by in-hand or substituted delivery with due diligence. The affidavit of service must contain the basis of the process server's belief that the defendant actually resides at the subject residence. Where service has been effectuated by affixing to the door, the process server shall identify the manner by which the address of the defendant has been verified, and if the address has been verified by an individual such as a neighbor, the affidavit of service must contain a description of the person who verified the address.
- 1.7 **Provide an Affidavit of Service or Affidavit of Due Diligence of all attempts at serving summons.** An original and one copy of the Affidavit of Service or Affidavit of Due Diligence should be returned to the OAG, accompanied by two copies of a numbered invoice which must include the name of the case, address of person being served, the name of the process server, the cost of service, and any remarks appropriate to the service as defined above, i.e., personal service, husband, name of neighbor, etc. The OAG additionally requires that one copy of the summons be returned with the above-mentioned documents.

**NOTE: The OAG requires that all Affidavits of Service be typewritten or machine printed.**

Some offices may request that index numbers be obtained from, and/or affidavits of service be filed with, the county clerk.

The process server shall verify military/non-military status for all defendants. The affidavit shall contain a description of the means by which the military status of the defendant was determined and, if verification was provided by an individual, a description and/or identification of that individual.

- 1.8 GPS & photographic record of service. In addition to an affidavit of service or affidavit of due diligence, the Contractor shall provide the OAG with a record indicating the date, the time of day, and the GPS derived location of the service or attempted service, together with a photograph of the location where service was effected or attempted. Such record should be transmitted to the OAG by electronic means monthly.

## **ARTICLE II - TIME REQUIREMENTS FOR SERVICE AND DOCUMENTATION OF COMPLIANCE**

The following deadlines must be met by the Contractor regarding each summons, except for rush services, as defined in section 4.1:

- 2.1 **First Service Attempt.** The first attempt at service must be performed within five (5) business days of the date the Contractor receives a summons to be served within the Contractor's in-state region, and within seven (7) business days for a summons requiring out-of-state service.
- 2.2 **Return of summonses not served with Affidavit of Due Diligence.** If the Contractor is unable to serve a summons submitted to the Contractor with a "serve-by" date, the Contractor shall mail the Summons and Affidavit of Due Diligence to the Bureau that requested service no later than five (5) business days for in state, or seven (7) business days for out of state, following completion of the Contractor's due diligence attempts at service, or prior to the "serve-by" date, whichever comes first. If a "serve-by" date is not indicated, the Contractor must return to the OAG any summons it fails to serve, together with an Affidavit of Due Diligence, within thirty (30) days of the date the Contractor receives a summons to be served.
- 2.3 **Documentation of compliance.** All service attempts defined below as "Successful Service" or "Bad Address Non-Serve," must be documented on any affidavit of service or affidavit of due diligence. For each Successful Service the completed Affidavit of Service shall be mailed to the OAG Bureau that requested the service on or before the seventh (7th) business day after the date of Successful Service. Contractor must respond to all the Department of Law's questions and requests for updates about the progress of service for any case within 24 hours.
- 2.4 **Failure to Comply.** The failure of the Contractor to consistently comply with the time and documentation requirements set forth in IFB section 5.2 will result in the termination of this contract or the nullification of payment to the Contractor for such service or service attempts for which the Contractor failed to comply.

### ARTICLE III – CONTRACT PAYMENT METHODOLOGY

As set forth below, the OAG will pay the Contractor only for one (1) Successful Service or one (1) Bad Address Non-Serve per defendant to be served. The Contractor will not be paid multiple fees for repeated attempts to serve the same summons. Multiple documents submitted to the Contractor for simultaneous service upon one defendant shall constitute one request for service and shall potentially entitle the Contractor to one fee.

The Contractor shall be paid for services rendered as set forth below:

- 3.1 **Successful Service, Definition.** The term “successful service,” used herein, shall mean the completion of service of a summons in accordance with New York State Law, or such other law deemed appropriate and necessary per the specific service in question, to the satisfaction of the OAG, and which service results in the timely completion (timely in accordance with the applicable law and the specific Time Requirements set forth in IFB section 5.2) and the legally and contractually timely return of an appropriate, legally sufficient affidavit of service and supporting GPS/photographic supporting documents to the OAG no later than 60 days after Contractor’s receipt of the summons from the OAG.
- 3.2 **Payment for Successful Service.** The OAG will pay the Contractor a flat fee, as stated in the resulting contract, for each Successful Service for which a properly and timely completed and legally sufficient Affidavit of Service, together with GPS/photographic support documentation, is mailed to the OAG on or before the seventh (7th) Business Day after the date of Successful Service.
- 3.3 **Bad Address Non-Serve, Definition.** The term “bad address non-serve,” used herein shall refer to a summons service that cannot be successfully served at the address provided by the OAG, after due diligence was exercised in the Contractor’s attempts to serve the summons, and the Contractor subsequently obtained proof that the person to be served did not reside at such address, or was not employed at such address at the time of service, and the Contractor thereafter attempts to obtain a new address as per section 3.4. For example, if the Contractor responds to the address provided by the OAG for service and discovers that it is a vacant lot or building, or if the Contractor speaks to a person at that address, or a neighboring address, and receives credible evidence that the person upon whom service is sought no longer resides or works there, or is deceased, etc.
- 3.4 **Payment for Bad Address Non-Serves.** If service cannot be initially accomplished at the address provided by the OAG, the Contractor must attempt to obtain a new address from the current residents, neighbors, or apartment managers, or by other means. If a new address is obtained by the Contractor or by the OAG, and it is in the same contract region, the Contractor must attempt to serve the defendant at the new address and the Contractor will be entitled to one fee for one Successful Service if the Contractor is able to successfully serve the summons.

Contractor may be eligible for a flat fee, equal to 25% of the Successful Service fee that is ultimately set in the final contract, for each qualifying Bad Address/Non-Serve. If a new address is obtained and the new address is outside of the contract region, or if the Contractor attempts to find a new address, but cannot do so, then the Contractor may timely submit an Affidavit of Due Diligence that includes the new, out-of-region address information, if applicable, and the Contractor will be entitled to submit a request for compensation for one Bad Address Non-Serve for OAG review and possible approval. If the Affidavit of Due Diligence is not received by the OAG in a timely manner, as described in IFB section 5.2, no payment will be due to the Contractor.
- 3.5 **Service Attempts for Which Contractor Will Not Be Paid.** No fee will be paid if the Contractor’s service attempts do not result in either a Successful Service or a timely and properly documented OAG-approved Bad Address Non-Serve. No fee will be paid if the contractor fails to provide the OAG with a legally sufficient affidavit of service or GPS photo within the time periods prescribed in IFB section 5.2. No fee will be paid if the Contractor does not adhere to the time requirements set forth in IFB sections 5.1 and 5.2, regardless of whether the summons was served or not.



The Office of the Attorney General reserves the right to determine if the Contractor has satisfied the contractual requirements necessary to earn a fee for each service or non-service.

- 3.6 **Re-Start Fee.** The contractor shall credit the OAG with a re-start fee of \$15.00 to offset the operational costs of the OAG if the Contractor's failure to serve process in a timely manner or provide an affidavit of service in a timely manner as described above results in the discontinuance of the proceeding and the filing of a new action.

#### ARTICLE IV - SPECIAL FEE REQUIREMENTS

- 4.1 Provide **rush service** on an "as needed" basis. Rush service is defined as one where the OAG requires the contractor to serve summons within 24-72 hours of receipt of such request.
- 4.2 Provide **skip tracing** in the event that the address is no longer valid. If a separate and/or additional fee is being charged for skip tracing, the contractor must request and receive authorization from the OAG prior to the skip tracing. DMV searches and Postmaster letters are not considered skip tracing; they are considered a cost of doing business and are assumed to be included in the fee for service. The fee, if any, will only be paid if the summons is served.
- 4.3 Provide a Witness for court to testify as to the service of process, on an "as needed" basis, in the event a Traverse Proceedings is commenced. The charge for a Testimony/Appearance Fee is hourly based charge and the OAG shall not pay for any travel-related expenses (e.g., airfare, mileage, lodging, meals, etc.) associated to this fee.
- 4.4 Social Media Service is a form of service effected through a defendant's social media account, such as Facebook. Such service would only be requested if there is a court order directing it. The specific terms of such a court order will necessarily vary.

#### ARTICLE V – REGIONS/COSTS AND REIMBURSEMENT

- 5.1 It is hereby mutually agreed between both parties hereto that the sum to be paid for said services, after properly completed invoices are submitted by the CONTRACTOR shall be as follows:

<u>Item</u>	<u>Description Service</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
<b>Primary:</b>			
III.	Hudson Valley, <b>Regular</b>	1980	\$ 49.00 flat fee
IV.	New York City/Long Island, <b>Regular</b>	14877	\$ 29.00 flat fee
<b>Secondary:</b>			
I.	Capital Region, <b>Regular</b>	1467	\$ 45.00 flat fee
V.	North Country, <b>Regular</b>	1329	\$ 85.00 flat fee
VIII.	Outside of New York State, <b>Regular</b>	4847	\$ 105.00 flat fee
IX.	Canada, <b>Regular</b>	1	\$ 165.00 flat fee
X.	Alaska, Hawaii, Puerto Rico & US Territories, etc., <b>Regular</b>	23	\$ 225.00 flat fee
XI.	Europe, <b>Regular</b>	1	\$1,000.00 flat fee
<b><u>Special Fees</u></b>			
I.	<b>Rush</b> , on "as needed basis"	10	\$ 80.00 flat fee
II.	<b>Skip Tracing</b> , on "as needed basis"	5	\$ 15.00 flat fee
III.	<b>Testimony/Appearance Fee</b>	5	\$ 50.00 per hour
IV.	<b>Social Media Service</b>	2	\$ 75.00 flat fee

The rates for services provided above are as shown in the IFB, and no other rates shall be accepted for payment.

- 5.2 The maximum amount of this Agreement shall not exceed \$1,223,983.00, subject to increase by a Supplemental Agreement(s) as may be required by the OAG and approved by the Office of the State Comptroller (OSC), if warranted.
- 5.3 The pricing shall remain firm for the first three (3) years of the awarded contract. Rate increases can only be applied for on the anniversary date of the Agreement in year four (4) and five (5) of the contract and must be justified in writing. Any increase will be limited to the Consumer Price Index Percentage Change for All Items (CPI-U), Not-Seasonally-Adjusted as published by the U.S. Bureau of Labor Statistics in March of each year or by 3%, whichever is less. The percentage change of any increase/decrease shall not exceed the CPI-U of three (3) months prior to the start date of the applicable extension period, or 3%, whichever is less.
- 5.4 Payments are made each month against the encumbrance documents or other written orders.
- 5.5 Invoices for services satisfactorily completed during the month should be submitted on a monthly basis electronically to: payments@ag.ny.gov or by mail to Office of the Attorney General, Budget and Fiscal Management Bureau – Accounts Payable Unit, State Capitol, Albany, NY 12224. Invoices should include the following: The contract ID Number (C-105054); Contractor's complete Remit to address, Vendor Identification Number, the location served, defendant served, price of service, and the date the service was provided. The OAG reserves the right to request original receipts and other documentation at the agency's discretion. All records regarding service and billings to the OAG under this contract shall be retained and may be subject to audit by appropriate State officials upon written notice.

#### **ARTICLE VI – DURATION AND TERMINATION OF AGREEMENT**

- 6.1 This Agreement commenced June 1, 2019 and shall now terminate May 31, 2024 and subject to the approval of the Office of the Attorney General Contract Unit and the Office of the State Comptroller.
- 6.2 This Agreement is subject to cancellation by OAG upon sixty (60) days written notice if the CONTRACTOR fails or refuses to perform in accordance with the provisions of this Agreement; or upon ten (10) days written notice for cause in the event of determination made after an award with respect to vendor non-responsibility.
- 6.3 The OAG reserves the right to terminate this Agreement in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the OAG may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this Agreement.
- 6.4 Upon receipt of termination, the CONTRACTOR shall immediately cease to perform the services. The CONTRACTOR as soon as possible shall assemble all files and materials in all forms that have been prepared, developed, furnished or obtained under the terms of this Agreement that are in its possession or custody and shall transmit the same in good order to the OAG. The CONTRACTOR'S personnel shall be available to the OAG without charge and on a reasonable basis to answer questions as to matters on which the CONTRACTOR worked. Under no circumstances shall the CONTRACTOR possess or retain a lien on any papers or materials obtained or developed in connection with this Agreement.

#### **ARTICLE VII - AGREEMENT ADMINISTRATION**

- 7.1 The person(s) in charge of administering this Agreement on behalf of the OAG shall be Lori Keys, Senior Administrative Assistant, Civil Recoveries Bureau and any successors in this position, in conjunction with the Budget & Fiscal Management Bureau, at the Attorney General's Office, State Capitol, Albany, NY 12224.

- 7.2 Any notice to the CONTRACTOR must be in writing and shall be served either personally or by registered mail addressed as follows:

Attn: Ms. Susan Cortina  
One World Judicial Services Inc.  
172 Brook Avenue Suite A  
Deer Park, NY 11729  
Telephone: (631) 667-8260 Facsimile: (631) 667-8263  
Email: [sc@oneworldjudicial.com](mailto:sc@oneworldjudicial.com)

or to such address as may be designated by the CONTRACTOR, or to such addressee as may be hereinafter designated by such notice. Such notice shall be effective upon receipt by the CONTRACTOR.

## ARTICLE VIII – CHANGES TO THIS AGREEMENT

- 8.1 Any amendment, change, extension, revision or discharge of this Agreement, in whole or part, shall not be invalid or unenforceable because of lack of insufficiency of consideration; provided, however, that such amendment, change, extension, revision or discharge is in writing and executed by the parties and approved by the Office of the Attorney General.

## ARTICLE IX - CONFIDENTIALITY

- 9.1 All the reports, information, data, and other papers and materials in whatever form prepared or assembled by the CONTRACTOR under this Agreement are confidential, and the CONTRACTOR shall not discuss them with or make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the Attorney General or his representative. These provisions do not apply in whatever form to information that is the public domain nor shall they restrict the CONTRACTOR from giving notices required by law or complying with an order to provide information or data when such order is issued by a judge. If disclosure of confidential information is required of the CONTRACTOR by any subpoena or other court process, the CONTRACTOR agrees to immediately notify the OAG of such process, and to allow the OAG to inspect any such data or information and interpose objections prior to delivery to the court.

## ARTICLE X - STATUS REPORTS AND RECORDS

- 10.1 The Contractor shall furnish 3 monthly status reports to the OAG Budget and Fiscal Management Bureau. The status reports shall be transmitted securely, in electronic Excel spreadsheet format, by the 10th of each month, and they shall contain the following information on the attachment provided:
- A. **Orders Received:** A listing of all orders placed by the OAG during the previous month. For each order, identify the index number, the date the index number was issued by the county clerk, a breakdown of the type of documents received for service, the person(s) to be served, the date the Contractor received the papers to serve, and the office that sent the papers to the Contractor.
  - B. **Served/Non-serves:** An additional report shall be provided that sets forth all orders for which service was effected during the previous month, or which were returned as non-serves. This report shall also set forth the type of service effected (i.e., in-hand, suitable-age-and-discretion, or nail and mail), the date the Affidavit of Service of Affidavit of Due Diligence was mailed to the OAG, as well as the fields required above. The report shall provide a number total for each type of service and for non-serves.
  - C. **Service Outstanding:** An additional report shall be provided that sets forth all orders for which service has not yet been effected or which have not yet been returned as non-serves. The report shall identify the index number, the date the index number was issued by the county clerk, a breakdown of the type of documents received for service, the person(s) to be served, the date the

Contractor received the papers to serve, and the office that sent the papers to the Contractor. The report shall provide a number total for the orders for which service is outstanding.

#### **ARTICLE XI – SUBCONTRACTING**

Contractor may subcontract to subcontractors selected by Contractor. A subcontractor shall be defined as any firm or person who is not a full time employee of the Contractor, engaged or assigned to perform work under the Contract. All agreements between the Contractor and its subcontractors shall be by bona fide written contract. A subcontractor cannot subcontract work under the resulting contract. Any costs associated with subcontracting are the obligation of the Awarded Contractor.

Contractor shall be fully responsible to OAG for the acts and omissions in the performance of services under the Contract of the subcontractor and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services under the Contract or persons directly employed by the Contractor. Contractor shall not in any way be relieved of any contractual or financial responsibility under the Contract by its agreement with any subcontractor or by an OAG approval of such an agreement with a subcontractor.

The State reserves the right to reject any proposed subcontractor for bona fide business reasons, which may include, but are not limited to: that the proposed subcontractor is on the Department of Labor's debarred list; the State determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided.

#### **ARTICLE XII – INDEMNIFICATION**

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

#### **ARTICE XIII – REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants that:

- 13.1 The Contractor has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Service.
- 13.2 In satisfying its obligations under and pursuant to this Agreement, the Contractor shall exercise usual and customary professional care in its efforts to comply with all applicable New York State and Federal laws and municipal ordinances. In the event of a conflict between applicable laws and ordinances, the Contractor shall notify the OAG, in writing, of the nature and impact of such conflict. The OAG agrees to work with the Contractor in resolving the conflict.
- 13.3 The Contractor shall not copy or divulge to any third party any information or data obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with such duties and responsibilities. The Contractor shall ensure that all confidential or privileged records are kept in appropriately secured areas, and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
- 13.4 This Agreement cannot be assigned, transferred, conveyed, sublet or otherwise disposed of in any way without previous consent in writing to the CONTRACTOR and it is agreed that this Agreement shall be void and of no effect unless the CONTRACTOR shall secure compensation for the benefit of, and keep



insured during the life of the Agreement, such employees engaged thereon as are required to be covered by relevant insurance riders.

13.5

The referenced request for Invitation for Bid 19-001, Procurement Lobbying Guidelines, Purchasing Memorandum dated May 13, 2019, Vendor Responsibility Questionnaire, Contractor Certifications (Tax Law 5-a, ST-220 Forms), Appendix A and Appendix B are herewith made part of this Agreement.

13.6

Conflicts between these documents will be resolved in the following descending order of precedence:

- 13.6.1 Appendix A (Standard Clauses for NYS Contracts)
- 13.6.2 Appendix B (General Specifications)
- 13.6.3 Memorandum of Agreement (C105055) and OAG issued Purchasing Memorandum(s)
- 13.6.4 Invitation for Bid (IFB) 19-001 for Process Services
- 13.6.5 Contractor Bid and Attachment II Bid Quote Form
- 13.6.6 Procurement Lobbying Guidelines
- 13.6.7 Vendor Responsibility Questionnaire
- 13.6.8 Contractor Certifications (Tax Law 5-a, ST-220 Forms)

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MEMORANDUM OF AGREEMENT  
(Contract)  
NYS Office of the Attorney General  
Budget & Fiscal Management Bureau  
<http://www.ag.ny.gov>

LETITIA JAMES  
Attorney General

Contract Number/ Name: C-105054/One World Judicial Services Inc.  
(Process Services)

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

<b>ONE WORLD JUDICIAL SERVICES INC.</b> Printed Name <u>SUSAN CORTINA</u> Signature <u>[Signature]</u> Title <u>PRESIDENT</u> Date <u>6/13/2019</u>	<b>OFFICE OF THE ATTORNEY GENERAL</b> Printed Name <u>Pamela A. Harrington</u> Signature <u>[Signature]</u> Title <u>Contract Manager</u> Date <u>6/27/19</u>
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STATE OF NY  
COUNTY OF SUFFOLK SS:

On this 13 day of JUNE, 2019 before me personally came  
SUSAN CORTINA, to me known, who being duly sworn by me, did depose and say that he/she is  
PRESIDENT of ONE WORLD JUDICIAL SERVICES INC., the company described in and which executed the above  
instrument; that he/she knows the seal of said company; that it was so affixed by order of the Board of  
DIRECTORS of said company, and that he/she has signed his/her name hereto by like order.

JENNIFER SIMMONS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SI6332918  
Qualified in Suffolk County  
My Commission Expires 11-09-2019

[Signature]  
Notary

<b>ATTORNEY GENERAL SIGNATURE</b> APPROVED AS TO FORM NYS ATTORNEY GENERAL  JUL 12 2019 <u>[Signature]</u> BENJAMIN L. MAGGI ASSISTANT ATTORNEY GENERAL	<b>COMPTROLLER SIGNATURE</b> APPROVED DEPT. OF AUDIT & CONTROL  AUG 19 2019 <u>[Signature]</u> FOR THE STATE COMPTROLLER
--	--

# Process Serving Agency License

**Business Name:**

ONE WORLD JUDICIAL SERVICES, INC.

**DBA/Trade Name:**

**Business Address:**

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

**License Number:** 1310235-DCA

**Issued:** 01/21/2022 **Expires:** 02/28/2024



\*398-2022-RPS0\*

New York City Department of Consumer and Worker Protection  
42 Broadway, New York, NY 10004

**For complaints, contact:**

311 | [nyc.gov/dcwp](https://nyc.gov/dcwp)



Bill de Blasio  
Mayor

**Consumer and  
Worker Protection**

Lorelei Salas  
Commissioner

COUNTY OF NASSAU

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

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

Address: 172 Brook Avenue

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

Country: US

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

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

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: MINUTESOWJS.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.

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:

SUE CORTINA [SC@ONEWORLDJUDICIAL.COM]

Dated: 01/26/2023 01:08:11 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.

## Minutes of Annual Meeting of The Board of Directors of One World Judicial Services Inc.

Purpose:

An annual meeting of the Board of Directors of the above-named Corporation was held at:

Date: December 22, 2022

Time: 3:00pm

Place: Office of One World Judicial Services Inc, - 172 Brook Ave., ste. A, Deer Park NY 11729

The following Shareholders were present, constituting a quorum:

Sue Cortina, Chairman of the Board

The meeting was called to order by the chairperson.

Resolved:

Upon motion and second by the sole director Sue Cortina, the following corporate officers shall remain at the respective positions until removed by the Board, to wit:

Sue Cortina shall serve as President.

Sue Cortina shall serve as Secretary.

Sue Cortina shall serve as Treasurer.

Resolution:

After full and complete decision of the Corporation's activity for the year, this meeting concluded upon the motion of the Chairman.

With no further business to come before the meeting upon a motion duly made, seconded and unanimously carried, the meeting was adjourned.

Approved:



Sue Cortina

  
\_\_\_\_\_  
Sue Cortina, Chairperson of the Board

**WAIVER OF NOTICE TO THE ANNUAL MEETING OF SHAREHOLDERS OF  
ONE WORLD JUDICIAL SERVICES, INC.,**

The undersigned, the sole shareholder of ONE WORLD JUDICIAL SERVICES, INC. do hereby waive, pursuant to New York Business Corporation Law 606 and any other applicable section of the New York Business Corporation Law, notice of the annual meeting for time, place and purpose of the shareholders of said corporation and hereby consents that such meeting be held on DECEMBER 22, 2022EST, at 172 Brook Avenue, suite A, Deer Park New York, County of Suffolk, State of New York, and authorizes and approves any and all action that may be properly taken at such meeting.


Held On

Date: December 22, 2022 ]

Time: 3:00pm

We do further severally agree and consent to the transaction thereat of any and all business that may properly come before said meeting.

Dated: December 22, 2022

  
\_\_\_\_\_  
Sue Cortina, Sole Shareholder





## CERTIFICATE OF INSURANCE COVERAGE

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) <b>ONE WORLD JUDICIAL SERVICES INC</b> PO Box 93 172 BROOK AVENUE, SUITE A DEER PARK, NY 11729	1b. Business Telephone Number of Insured <b>631-667-8260</b>
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number <b>[REDACTED]</b>
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) <b>Nassau County</b> <b>Department of Social Services</b> <b>60 Charles Lindbergh Blvd, Ste 160</b> <b>Uniondale, NY 11553</b>	3a. Name of Insurance Carrier <b>ShelterPoint Life Insurance Company</b> 3b. Policy Number of Entity Listed in Box "1a" <b>DBL255551</b> 3c. Policy effective period <b>06/01/2021</b> to <b>05/31/2023</b>

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 5/9/2022 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

#### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

<b>State of New York</b> <b>Workers' Compensation Board</b>	
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 (Article 9 of the Workers' Compensation Law) with respect to all of their 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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' 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 NYS 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### **NYS 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 notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits 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.



**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

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

***Cover-Pro<sup>sm</sup>***

**Philadelphia Indemnity Insurance Company**

**DECLARATIONS**

**Policy Number: PHSD1762175**

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

- Item 1. **Named Entity** and Address:  
One World Judicial Services, Inc.  
172 Brook Ave Ste A  
Deer Park, NY 11729-7243
- Item 2. **Policy Period:** From: 01/11/2023 To: 01/11/2024  
(12:01 A.M. Standard Time)
- Item 3. Premium: \$ 5,071.00
- Item 4. Limits of Liability: (A) \$ 2,000,000 Each **Claim**, including **Claim Expense**  
(B) \$ 2,000,000 Annual Aggregate, including **Claim Expense**
- Item 5. Deductible: \$ 5,000 Deductible per **Claim**
- Item 6. Retroactive Date: 12/14/1999
- Item 7. Continuity Date: 01/11/2006
- Item 8. Additional Premium for Supplemental Extended Reporting Period: \$

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

Endorsements: See Schedule

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

---

Authorized Representative

---

Countersignature

---

Countersignature Date

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE  
AND SUBSCRIBE

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

<b>POLICYHOLDER</b> ONE WORLD JUDICIAL SERVICES INC 172 BROOK AVE SUITE A DEER PARK NY 11729		<b>CERTIFICATE HOLDER</b> NASSAU CNTY DEPT SCL SVCES 60 CHARLES LINDBERGH BLVD 160 UNIONDALE NY 11553	
<b>POLICY NUMBER</b> 11457 826-4	<b>CERTIFICATE NUMBER</b> 977424	<b>POLICY PERIOD</b> 06/03/2022 TO 06/03/2023	<b>DATE</b> 6/6/2022

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

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

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


NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 196389569

**COUNTY OF NASSAU**  
**Inter-Departmental Memo**

To: Robert Cleary  
Chief Procurement Officer

From: Nancy Nunziata, LMSW  
Commissioner, Social Services 

Date: February 21, 2023

Subject: Delay Memorandum  
Legal Process Services  
One World Judicial Services, Inc.  
Contract ID #: CQSS17000001 || CLSS23000010

The Legal Process Services Amended Contract for One World Judicial Services has been delayed from continuous processing due to the following factors upon information and belief:

- Approval of 2023 County Budget
- Uploading of 2023 funding into the County financial systems
- Receipt of signed Amendment and updated Vendor Portal Forms from Contractor

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


Doc ID #157466



COUNTY OF NASSAU

**Inter-Departmental Memo**

To: Budget Office

From: Reena Carnevale   
Administrative Officer I  
Department of Social Services

Date: February 2, 2023

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

Pursuant to Section 32 of the Collective Bargaining Agreement, by letter dated January 20, 2023 with a copy to the Nassau County Office of Labor Relation, the 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.

Next, the Department received a letter dated January 24, 2023, from Mr. Richard Dopkin, Vice President, CSEA Local 830 copying the Nassau County Office of Labor Relations. In response, the Department sent a letter dated January 27, 2023 to Mr. Ron Gurrieri, President, of CSEA Local 830 seeking to meet and confer on this matter.

A meeting to discuss the issues is being scheduled.

Accordingly, it is requested that the County proceed with the contract processing as this is a mandated service.

Doc ID#





**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/>

January 20, 2023

Via Email ([rgurrieri@csea830.org](mailto:rgurrieri@csea830.org))

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

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

Dear Mr. Gurrieri:

This letter is to advise you that the Department of Social Services is considering extending the term for contractual services with the above vendor through December 31, 2023. 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", is written over a horizontal line.

Joanne L. Oweis  
Deputy County Attorney

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

Enclosure



# The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



**NASSAU LOCAL 830**

January 24, 2023

**Ron Gurrieri**  
**PRESIDENT**

Robert Arciello  
Exec. Vice President

Glen Tuifel  
Vice Pres.

Kris Kalender  
Vice Pres.

Robert Harris  
Vice Pres.

Ana O'Gorman  
Vice Pres.

Richard Dopkin  
Vice Pres.

Yvette Gaynor  
Vice Pres.

Jason Perkowsky  
Vice Pres.

Aurora Scifo  
Vice Pres.

Sloan Yoselowitz  
Vice Pres.

Steve Kornfeld  
Vice Pres.

Jack Cloudman  
Vice Pres.

Nancy Ianson  
Secretary

Susan Chodkowski  
Treasurer

Commissioner Nancy Nunziata  
Nassau County Dept. of Social Services  
60 Charles Lindbergh Blvd.  
Uniondale, N.Y. 11553-3686

**Re: Amendment for Legal Process Services—One World Judicial Services, Inc.**

Commissioner Nancy Nunziata:

Please allow this letter to serve as a response to the Nassau County correspondence received on January 20, 2023 regarding the above-mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Notwithstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Our contention, as always, is that this our work and we refuse to accept a lack of staffing as a reason for subcontracting.

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

*Richard Dopkin*

Richard Dopkin  
Vice President  
CSEA Local 830

Cc: Ronald Gurrieri, President, CSEA Local 830  
Jason Perkowsky, Unit President  
Jose Lopez, Deputy Director-OLR





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/>

January 27, 2023

Via Email ([rgurrieri@csea830.org](mailto:rgurrieri@csea830.org))  
Ron Gurrieri, President  
CSEA Nassau Local 830  
400 County Seat Drive  
Mineola, New York 11501

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

Dear Mr. Gurrieri:

DSS is in receipt of Mr. Dopkin's correspondence dated January 24, 2023, concerning the Department's notification pursuant to section 32 of the Collective Bargaining Agreement of its intent to enter into the above referenced contractual services. In such correspondence, Mr. Dopkin indicated CSEA's willingness to meet with DSS for further discussion.

DSS is also ready, willing and able to meet to discuss this matter and will contact your office to set up a mutually convenient date and time.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne L. Oweis", is written over a horizontal line.

Joanne L. Oweis  
Deputy County Attorney

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

## AMENDMENT NO. II

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

### WITNESSETH:

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

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

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

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

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

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

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

- e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
  - i. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - ii. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - iii. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - iv. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - v. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance


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

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

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ONE WORLD JUDICIAL SERVICES, INC.

By:  \_\_\_\_\_

Name: SUE CORTINA

Title: PRESIDENT

Date: JANUARY 5, 2022

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE IN

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ SUFFOLK

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

  
NOTARY PUBLIC

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

## AMENDMENT NO. I

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

### WITNESSETH:

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

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

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

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

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

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

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

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



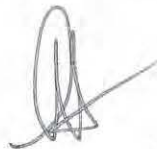
term of this Amended Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00), payable for services rendered during the first year of the renewal term, the period January 1, 2018 through December 31, 2018. Thereafter, the Department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

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

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ONE WORLD JUDICIAL SERVICES, INC.



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

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

STATE OF NEW YORK)

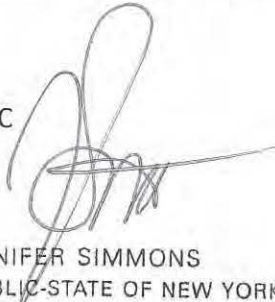
)ss.:

COUNTY OF ~~NASSAU~~)

SUFFOLK

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

NOTARY PUBLIC



JENNIFER SIMMONS  
NOTARY PUBLIC-STATE OF NEW YORK

No. 01SI6332918

Qualified in Suffolk County

My Commission Expires 11-09-2019

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

WITNESSETH:

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

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

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

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

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

2. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

(ii)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

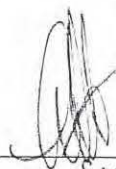
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

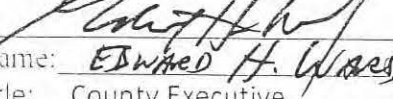
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

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

ONE WORLD JUDICIAL SERVICES, INC.

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

NASSAU COUNTY

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

☒ Deputy County Executive

Date: 5/15/17

PLEASE EXECUTE IN BLUE INK

130876

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

JACLYN DELLE

Notary Public State of New York

No. 0205500114

Qualified in Nassau County

Commission Expires on June 2, 2018

STATE OF NEW YORK)

SUFFOLK )ss.:

COUNTY OF ~~NASSAU~~ )

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

NOTARY PUBLIC