Certified: --

**E-128-26**

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE NOVEMBER 2, 2026 12:07 PM

## NIFS ID: CLBU26000016

Capital:

Contract ID #: **CQBU21000006**

NIFS Entry Date: **08/05/2026**

## Department: Budget

Service: **TRIAD - Amend #2 2027-28**

Term: from **01/01/2027** to **12/31/2028**

Contract Delayed: **X**

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

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

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **Triad Group, LLC** | ID#:**134091658** |
| Main Address: **400 Jordan Road**<br>**Troy, NY 12180** | |
| Main Contact: **Brian Wiese** | |
| Main Phone: **(800) 337-7419** | |

| **Department:** |
|---|
| Contact Name: **Elizabeth Valerio** |
| Address: **1 West St**<br>**Mineola, NY 11501** |
| Phone: **(516) 571-5735** |
| Email: **evalerio@nassaucountyny.gov,cnolan@nassaucountyny.gov** |

# Contract Summary

**Purpose:** Triad will provide case management and claims administration for all workers comp claims brought by employees, former employees, volunteers, or individuals that could qualify for worker's compensation benefits under new York State law.

**Procurement History:** Vendor was selected from nine (9) submitted proposals. The proposals were scored and ranked and the highest-ranked proposer was selected.

**Description of General Provisions:** Provide claims administration services for Nassau County's workers' compensation cases

**Impact on Funding / Price Analysis:** This amendment is exercising the 1 additional 2- year period in the original contract raising the maximum amount of the contract by $2,200,000 to a maximum amount of $7,695,600

**Change in Contract from Prior Procurement:** N/A

**Method of Source Selection:**

☑ Contract amendment, extension, or renewal

Contract originally executed on: 02/08/2022

Original procurement method: RFP

**MWBE Participation:**

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|---|---|---|---|---|---|---|---|---|
| GEN | 10 | 1500 | DE | BUGEN1500 | DE500 | BUGEN1500 DE500 | 06 | $0.01 |
| | | | | | | | | |
| | | | | | | **TOTAL** | | **$0.01** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 109 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.01 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $0.00 |
| Other | $0.00 |
| **Total** | **$0.01** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Valerio | 08/05/2026 10:11AM | Approved |
| NIFS Final Approval | Irfan Qureshi | 08/07/2026 12:35PM | Approved |
| Final Approval | Irfan Qureshi | 08/07/2026 12:35PM | Approved |
| **County Attorney** | | | |
| Approval as to Form | Julie Silverstein | 08/11/2026 02:02PM | Approved |
| RE & Insurance Verification | Shannon Molloy | 08/20/2026 09:59AM | Approved |
| NIFS Approval | Mary Nori | 08/20/2026 03:49PM | Approved |
| Final Approval | Kemely Weiss | 11/02/2026 11:03AM | Approved |
| **OMB** | | | |
| NIFS Approval | Elizabeth Valerio | 08/07/2026 12:41PM | Approved |
| NIFA Approval | Irfan Qureshi | 08/07/2026 01:37PM | Approved |
| Final Approval | Irfan Qureshi | 08/07/2026 01:37PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Andrew Levey | 08/27/2026 04:43PM | Approved |
| DCE Compliance Approval | Robert Cleary | 09/09/2026 02:38PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 09/21/2026 11:14AM | Approved |
| Final Approval | Arthur Walsh | 09/21/2026 11:14AM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Christopher Leimone | 11/02/2026 11:26AM | Approved |
| **Legislature** | | | |
| Final Approval | | | In Progress |
| **Comptroller** | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |

| | | | |
|---|---|---|---|
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| **NIFA** | | | |
| NIFA Approval | | | Pending |

RULES RESOLUTION NO.  – 2026

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 OFFICE OF MANAGEMENT AND BUDGET, AND TRIAD GROUP, LLC.

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

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

# AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 and (ii) Triad Group, LLC, a New York State LLC, having its principal office at 400 Jordan Road, Troy, New York 12180 (the "Contractor" or "Triad") (hereinafter collectively referred to as the "Parties").

**W I T N E S S ET H:**

WHEREAS, pursuant to County contract number CQBU21000006 between the County and the Contractor, executed on behalf of the County on April 14, 2022, as amended by amendment one (1), executed on behalf of the County on January 25, 2024 (together, the "Original Agreement"), the Contractor provides case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, or individuals that could qualify for Workers Compensation benefits under New York State law;

WHEREAS, the term of the Original Agreement is from January 1, 2022 until December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional two (2) year period (the "Original Term");

WHEREAS, the maximum amount that the County agreed to pay the Contractor under the Original Agreement as full consideration for the Contractor's Services provided under this Agreement, including Optional Services (as that term is defined in Exhibit B) but excluding charges billed to the ALAE file as described in Exhibit B, shall not exceed the sum of Five Million Four Hundred Ninety Five Thousand Six Hundred Dollars ($5,495,600.00) (the "Maximum Amount");

WHEREAS, the County desires to exercise its option to renew the Original Term of this Agreement for one (1) additional two (2) year period (the "Amended Term") and desires to increase the Maximum Amount by Two Million Two Hundred Thousand Dollars ($2,200,000.00); and

WHEREAS, the Parties now desire to amend the Original Agreement as set forth herein.

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

1. Amended Term. This Agreement shall commence on January 1, 2022 and terminate on December 31, 2028, unless sooner terminated in accordance with the provisions of this Agreement.

2. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services provided under this

Agreement, including Optional Services (as that term is defined in Exhibit B) but excluding charges billed to the ALAE file as described in Exhibit B, shall be increased by the sum of Two Million Two Hundred Thousand Dollars ($2,200,000.00) for a total sum not to exceed Seven Million Six Hundred Ninety Five Thousand Six Hundred Dollars ($7,695,600.00) (the "Amended Maximum Amount").

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

[Remainder of Page Intentionally Left Blank.]

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

TRIAD GROUP, LLC

By: Marie Cuomo

Name:Marie Cuomo

Title:_CEO

Date:_07/30/26

NASSAU COUNTY

By:

Name:

Title: County Executive

□ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of July in the year 2026 before me personally came Marie Cuomo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Rockland; that he or she is the CEO of Triad Group LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

MATHEW T KELLER
Notary Public - State of New York
NO. 02KE0005289
Qualified in Westchester County
My Commission Expires Apr 7, 2027

NOTARY PUBLIC

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

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he 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

**AMENDMENT NO. 1**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Risk Management, having its principal office at 1 West Street, Mineola, New York 11501 and (ii) Triad Group, LLC, a New York State LLC, having its principal office at 400 Jordan Road, Troy, New York 12180 (the "Contractor" or "Triad").

W I T N E S S ET H:

WHEREAS, pursuant to County contract number CQBU21000006 between the County and the Contractor, executed on behalf of the County on April 14, 2022 (the "Original Agreement"), Triad provides case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, or individuals that could qualify for Workers Compensation benefits under New York State law, which services are more fully described in the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2022 until December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional two (2) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor under the Original Agreement as full consideration for the Contractor's Services provided under this Agreement, including Optional Services (as that term is defined in Exhibit B) but excluding charges billed to the ALAE file as described in Exhibit B, shall not exceed the sum of Five Million One Hundred Thousand Dollars ($5,100,000.00) (the "Maximum Amount"); and

WHEREAS, the Maximum Amount was based on the Contractor managing up to 1,250 new claims annually, and;

WHEREAS, the actual number of new claims for calendar year 2022 exceeded 1,250 new claims, and;

WHEREAS, the Original Agreement provided that the Contractor shall be paid an additional amount per claim type in accordance with Exhibit B, and

WHEREAS, the parties now desire to amend the Original Agreement as set forth herein.

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

1. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services provided under this Agreement, including Optional Services (as that term is defined in Exhibit B) but excluding

charges billed to the ALAE file as described in Exhibit B, shall be increased by the sum of Three Hundred Ninety Five Thousand Six Hundred Dollars ($395,600.00) for a total sum not to exceed Five Million Four Hundred Ninety Five Thousand Six Hundred Dollars ($5,495,600.00) (the "Maximum Amount").

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

[Remainder of Page Intentionally Left Blank.]

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

TRIAD GROUP, LLC

By: _____

Name: Victoria Manes

Title: President

Date: 09/19/2023

NASSAU COUNTY

By: _____

Name: ARTHUR T. WALSH

Title: Chief Deputy County Executive

□ County Executive

□ Deputy County Executive

Date: 1-25-24

PLEASE EXECUTE IN BLUE INK

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

On the 19 day of September in the year 2023 before me personally came Victoria Manes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cayuga; that he or she is the President of Triad Group, LLP., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the 25th day of January in the year 2024 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2024

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Risk Management, having its principal office at 1 West Street, Mineola, New York 11501 and (ii) Triad Group, LLC, a New York State LLC, having its principal office at 400 Jordan Road, Troy, New York 12180 (the "Contractor").

WITNESSETH:

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

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

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

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

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

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

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

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

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

(e) "Allocated Loss Adjustment Expenses" or "ALAE" shall mean costs and expenses associated with a specific workers' compensation claim, including, but not limited to: (i) all court costs and expenses; (ii) service of process; (iii) the cost of copies of court transcripts or proceedings; (iv) Independent Medical Examination fees; (v) fees for testimony of Independent Medical Examiners; (vi) fees awarded to attending physicians for testimony; (vii) fees to attorneys for the institution or prosecution of any subrogation recovery or contribution action; (viii) fees to physicians and surgeons, laboratories, clinics and hospitals for examination or treatment of employees; (ix) the cost of surveillance; (x) the cost of employing experts for any purpose, including, but not limited to appraisals, survey, map preparation, diagrams, chemical or physical analysis, air quality testing or the solicitation of expert advice or opinions in involved chemical, physical or legal questions; (xi) the cost of depositions and court reporter or recorded statements and other similar costs and expenses which are properly chargeable to a recorded claim file; (xii) the cost of copying of hospital and medical records; (xiii) the cost of nurse case management; (xiv) the cost of Diagnosis-Related Group (DRG) Audits of inpatient hospital bills; (xv) the cost of Medicare Set Aside

Agreements and rated age determinations; (xvi) responses to Variance Request under Medical Treatment Guidelines, C-4 authorization forms and Prior Authorization Requests by Medical Professionals; (xvii) a percentage of savings achieved as a result of the Contractor's enhanced medical bill review; (xviii) a percentage of savings achieved as a result of the Contractor's PPO utilization; (xix) Insurance Services Office (ISO) searches; and (xx) 24/7 call service for claimants. With respect to (iii), (iv), (v), (vii), (viii), (ix), and (x), all appointments shall be made by Contractor from a list of individuals and firms submitted to the County for comment and/or approval.

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

2. Term. This Agreement shall commence on January 1, 2022 and terminate on December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional two (2) year period.

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

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services provided under this Agreement, including Optional Services (as that term is defined in Exhibit B) but excluding charges billed to the ALAE file as described in Exhibit B, shall not exceed the sum of Five Million One Hundred Thousand Dollars ($5,100,000.00) (the "Maximum Amount") and shall be payable in accordance with the fee schedule attached as Exhibit B. Except as specifically provided in Exhibit B, all fees are inclusive of all costs, expenses and disbursement incurred by the Contractor in performing the Services hereunder.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed

prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance authorized under this Agreement shall be Nine Hundred Eighty Thousand Dollars ($980,000.00). Thereafter, the Department will notify the Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance,

attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protected Information. The Contractor acknowledges and agrees that all Claims and other personal or medical information that the Contractor acquires in connection with the performance and administration of this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent, (iii) in accordance with the law, or (iv) upon legal compulsion. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164) and enter into, if necessary and required by Law, a business associate agreement with the County. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

(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.

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

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

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

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

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in

connection with this Agreement so as not to endanger or harm any Person or property.

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

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the Indemnified Parties from and against any and all Losses arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

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

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

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

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

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

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

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

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

under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

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

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

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

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

TRIAD GROUP, LLC

By: Victoria Manes

Name: Victoria Manes

Title: President

Date: 11/30/2021

NASSAU COUNTY

By:

Name: ARTHUR T. WALSH

Title: ~~Chief Deputy County Executive~~ County Executive

☐ Deputy County Executive

Date: 12-14-21

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of November in the year 2021 before me personally came Victoria Marcus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the president of Triad Group, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MATHEW T. KELLER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES 09/17/2020 24
NO. 02KE6269120

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

On the 14th day of April in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief 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

CHRISTOPHER GEORGE LEIMONE
Notary Public, State of New York
Reg. No. 02LE6391936
Qualified in Nassau County
Commission Expires May 20, 2023

**EXHIBIT A**

1. **General**

   a. Provide claims administration services for workers' compensation cases.
   b. Maintain file and records for all Claim files, including adjuster claim notes.
   c. Maintain records necessary for the defense of the Claims at Workers' Compensation Board hearings.
   d. Aggressively identify subrogation opportunities and conduct subrogation activities and pursue third party liens.
   e. Provide Claim loss and management reports on a regular basis, as further described in Section 5 "Reporting Requirements" described below.

2. **Claim Services**

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

Compensation program.

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

**3. <u>Claims Management System</u>**

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

**4. <u>Investigative Services</u>**

a. Conduct investigations on all Claims to determine their validity.
b. Determine if additional investigations such as surveillance are necessary and assign that surveillance. The Contractor shall draft and implement a plan

regarding the triggers it will employ to determine when investigative services are warranted.

## 5. Reporting Requirements

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

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

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

## 6. Miscellaneous

a. The Contractor shall provide training for County employees who are granted access to its system. Training should include, but not be limited to, inquiries, notes, documentation, report generation, and diary maintenance.
b. The Contractor shall provide procedure and process training to County employees

as needed (e.g., changes to New York State Workers' Compensation Laws and/or regulations).

c. The Contractor shall adapt its services to comply with present and future County forms including, but not limited to, claim vouchers and supplemental vouchers.
d. The Contractor shall be responsible for all costs associated with the transfer of all Claims information and documentation from the County's system to its own claims system.
e. The Contractor shall maintain closed files for a period of six (6) years or longer if required by law or otherwise required under this Agreement.

**7. Staffing**

The Contractor shall provide the following staffing requirements:

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

**8. Other Services To Be Provided**

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

a. Subrogation recoveries.
b. New York State assessments.
c. Interface with the New York State Workers' Compensation Board and the New York State Insurance Department.
d. Provide designated Nassau County staff with training seminars on any changes to New York State Workers' Compensation laws, regulations, and policies.
e. The Contractor shall participate in daily, weekly, monthly and ad hoc meetings. The Contractor's participants must be familiar with the related departments, Claims, and reports being discussed at any such meeting.
f. The Contractor shall meet monthly with Nassau County's assigned defense counsel to discuss cases appearing before the Workers' Compensation Board.
g. The Contractor shall meet quarterly with the Department to discuss reports and

track actual workers' compensation expense performance to the Nassau County workers' compensation budget.

h. The Contractor shall participate in monthly meetings with selected departments.
i. The Contractor shall bear responsibility for issuance of late payments and penalties caused by its error and or mis-scheduling.
j. The Contractor shall be responsible for all postage expenses related to all of the Services provided.
k. The Contractor shall actively participate with the County in undertaking Risk Management related workers' compensation projects.
l. The Contractor shall work with the Department in developing the County's annual workers' compensation budget.
m. Provide access to industrial hygiene services.

The Contractor shall also demonstrate expertise in the following areas:

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

**9. <u>Other</u>**

a. The Department, Comptroller's Department, and County Attorney's Office, with full cooperation of the Contractor, may:
    i. Perform periodic audits of Contractor's records, processes, and procedures which may include:
        1. Interviews with Contractor's staff.
        2. Review of procedural documentation.
        3. Assurance that the Contractor is adhering to all documented

policies and procedures.

4. Random Claim record reviews
5. Claims fiduciary liability objectives

ii. Review performance targets and continuous process improvement initiatives

b. Cooperation and coordination with County legislation and New York State Workers' Compensation requirements

c. The Contractor shall respond to County's e-mails and voice mails within twenty-four (24) business hours of receipt

**10. <u>Optional Services</u>**

a. The Contractor may provide, upon Department's approval, Optional Services as more fully described in Exhibit B.

## EXHIBIT B

Flat Fee Pricing for Claims Administration and Management:

The Contractor shall be paid **$980,000 per Agreement year covered under this Agreement** (the period January 1 to December 31 of each year under this Agreement, an "Agreement Year") for Claims administration and management, to be paid in equal monthly installments for up to 1,250 Claims. If total Claims exceed 1,250 in any Agreement Year, the Contractor shall be paid within the Maximum Amount of this Agreement **$650** per Lost Time Claim, **$150** per Medical Only Claim, and **no charge** per Incident Only Claim.

The above pricing shall be inclusive of all Services for all Claim types (except as provided in the Optional Services and Charges Billed to the ALAE File lists below), including but not limited to:

- *Department of Safety and Health (DOSH)/Occupational Safety and Health Administration (OSHA) Reporting.*
- *Medicare Secondary Reporting Payor (MSRP) Reporting.*
- *Health Care Reform Act (HCRA) Reporting.*
- *In-house legal services, inclusive of hearing prep specialists and coordinated reviews with the County on changes in the law and expected effects therefrom, settlement negotiation, stipulations and monthly meetings with key departments.*
- *Third Party Lien negotiation and recovery.*
- *Electronic Data Interface (EDI) and Workers' Compensation Board (WCB) On Board Compliance.*
- *Reporting to actuaries and auditors.*
- *Standard and custom Claim reporting.*
- *Budgeting assistance.*
- *Radiology.*
- *Pharmacy Benefit Manager (PBM).*
- *Consultation with legal and medical staff in person and virtually due to pandemic.*
- *Monitoring of incoming pharmaceuticals as applied to drug formulary and appropriateness of medication.*
- *Consultation related to human resources management.*

Optional Services:

With the Department's approval, the Contractor may be requested to provide the following Optional Services (the "Optional Services") at the rates described below. Fees for Optional Services are in addition to the flat fee pricing described above but must be within the Maximum Amount. Fees for any Optional Services performed by the Contractor are as follows:

- Banking - $8,000 per year plus bank charges not to exceed $31,000.00 per annum.
- Lump sum settlement negotiations - $1,000.00 per each completed settlement
- FICA Recovery

Charges Billed to the ALAE File:

The below items that will be charged to the ALAE file of each Claim are not included in the Maximum Amount, will be paid to the Contractor through the weekly claims expense runs and are not subject to the Voucher procedures described in Section 4(b) of this Agreement, however, the Contractor may be required to certify to the accuracy of such charges and provide sufficient backup supporting the amount claimed, as requested by the County:

- As a result of the Contractor's review of medical or hospital bills related to a Claim, the Contractor is entitled to a fee equivalent to the percentage of the savings achieved between the invoiced amount and the approved amount as follows:
    - For any medical or hospital bill where the savings is less than $100,000, the Contractor is entitled to a fee equivalent to 6% of the savings achieved.
    - For any medical or hospital bill where the savings is $100,000 or greater, but less than $500,000, the Contractor is entitled to a fee equivalent to 2% of the savings achieved.
    - For any medical or hospital bill where the savings is $500,000 or greater, the Contractor is entitled to a fee equivalent to the lesser of 1% of the savings achieved or $10,000.
- As a result of the utilizing the Contractor's Preferred Provider Organization, the Contractor is entitled to a fee equivalent to 22% of the incremental savings achieved on medical and hospital bills with the savings achieved calculated as the difference between the approved PPO rate and the state fee schedule
- $98 per occurrence for Nurse Case Management Prior Authorization Requests
- $100 per occurrence for Nurse Case Management 207 Initial 3 point contact
- $85 per month for Nurse Case Management care coordination of non-207 claims
- $19 per claim for Insurance Services Office (ISO) searches

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

**Appendix EE**
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

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

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

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

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Victoria Manes (Name)

   65 Court St., PO Box 246, Aurora, NY 13026 (Address)

   (914) 640-2460 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ___X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

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

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

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

11/30/2021
Dated

Victoria Manes
Signature of Chief Executive Officer

Victoria Manes
Name of Chief Executive Officer

Sworn to before me this

30th day of November, 2021.

Notary Public

MATHEW T. KELLER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES 09/17/2024
NO. 02KE6269120

NIFA Nassau County Interim Finance Authority

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

**1. Vendor: Triad Group, LLC**

**2. Amount requiring NIFA approval:** $2,200,000.00

**Amount to be encumbered:** $0.01

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: 01/01/2027 to 12/31/2028**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

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

| | |
|---|---|
| Federal % | 0 |
| State % | 0 |
| County % | 100 |

| | |
|---|---|
| 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:**

Triad will provide case management and claims administration for all workers comp claims brought by employees, former employees, volunteers, or individuals that could qualify for worker's compensation benefits under new York State law.

**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 |
|---|---|---|

## 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 08/07/2026

***Authenticated User*** ***Date***

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

***Authenticated User*** ***Date***

---

## NIFA

Amount being approved by NIFA:

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

***Authenticated User*** ***Date***

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

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

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

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 [X] NO [ ] If yes, to what campaign committee?

Bruce Blakeman - County Executive
Laura Curran - County Executive

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

Dated: 08/26/2026 06:02:03 pm

Vendor: Triad Group, LLC.

Title: President

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: VICTORIA E MANES
   Date of birth: 07/25/1952
   Home address: 22 Georgetown Oval

| City: | New City | State/Province/ Territory: | NY | Zip/Postal Code: | 10956 |
|---|---|---|---|---|---|
| Country: | US | | | | |

Business Address: Triad Group LLC

| City: | Troy | State/Province/ Territory: | NY | Zip/Postal Code: | 12180 |
|---|---|---|---|---|---|
| Country | US | | | | |
| Telephone: | 8003377419 | | | | |

Other present address(es): 626 RXR PLAZA

| City: | Uniondale | State/Province/ Territory: | NY | Zip/Postal Code: | 11553 |
|---|---|---|---|---|---|
| Country: | US | | | | |
| Telephone: | 8003377419 | | | | |

List of other addresses and telephone numbers attached

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

| | | | |
|---|---|---|---|
| President | 11/01/2001 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | 01/01/2000 |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

I OWN 100% OF ORACLE MANAGEMENT SERVICES, INC, A SUBCHAPTER S CORPORATION, WHICH OWNS 100% OF TRIAD GROUP LLC

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

SEE ATTACHED. This is an update to the documents previously submitted involving a Key Bank loan. The loan was refinanced and paid down. These documents are updates to the loan.

2 File(s) uploaded: Community Bank - LOC - 06 - June 2026.pdf, Pursuit 06-01-26 Payment Statement.pdf

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

MANES AND MANES, LLP
MARTOR LLC
Icon Cost Recovery Services, LLC
Triad Brokerage Services, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

**CERTIFICATION**

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

Triad Group, LLC.

Name of submitting business

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

President

Title

08/26/2026 06:08:11 pm

Date

# Community Bank

19 Corporate Woods Blvd
Albany NY 12211-2345

Return Service Requested

**** BILLING NOTICE ****

| | |
|---|---|
| Page Number | 001 |
| Statement Date | 6/21/26 |
| Account Number | 6080000976 |

001389

TRIAD GROUP LLC
400 JORDAN RD
TROY NY 12180-7604

1-6CBS-LOAN-04 20260622
001-001-001389 000322559-2

| | | | |
|---|---|---|---|
| Payment Due Date | 7/01/26 | Principal | 15,811.43 |
| Current Balance | 1,108,676.17 | Interest | 6,550.43 |
| Interest Rate | 7.0900% | Escrow | 0.00 |
| Interest Paid YTD | 41,691.55 | Late Charge | 0.00 |
| | | Other Fees | 0.00 |
| | | Payment Due | 22,361.86 |
| Late charge will assess on 7/13/26 | | Past Due Amt | 0.00 |
| | | Total Due | 22,361.86 |

| DATE | DESCRIPTION OF TRANSACTIONS | AMOUNT |
|---|---|---|
| 6/01/26 | Interest Payment Split Out | 6,863.39 |
| 6/01/26 | Principal Payment Split Out | 15,498.47 |

TEAR HERE AND RETURN WITH PAYMENT

If you have an auto transfer, your payment will draft as scheduled from the designated deposit account, excluding final maturity bills.

Mail Payment to:

Community Bank, N.A.
PO Box 628
Olean, NY 14760

| | |
|---|---|
| Payment Due | 22,361.86 |
| Past Due Amt | 0.00 |
| Total Due | 22,361.86 |

TRIAD GROUP LLC

Amount Paid

Account Number

6080000976

Member FDIC EQUAL HOUSING LENDER

⑆525300000⑆ 6080000976⑈ 01

# *Monthly Payment Statement*

| | |
|---|---|
| Bill For: | 07/01/2026 |
| Payment Amount: | $10,901.37 |
| Statement Date: | 06/15/2026 |
| Loan Number: | **021089ABNYG** |
| SBA Number: | 6288039110 |
| Interest Rate: | 7.865000% |
| Payment Due Date: | 07/01/2026 |
| Unpaid Late Charges: | $0.00 |
| Other Charges: | $0.00 |
| OverPayments: | $0.00 |
| Escrow: | $0.00 |
| **Total:** | **$10,901.37** |

Triad Group, LLC
400 Jordan Road
Troy, NY. 12180

Include an additional $545.07 late fee if not paid before the 11th

Customer Service: 518-463-2268

Payment Activity

| Date | Description | Principal | Interest | Escrow | Late Charge | Fees/Other | Total |
|---|---|---|---|---|---|---|---|
| 06/01/2026 | Payment | 6,983.25 | 3,918.12 | 0.00 | 0.00 | 0.00 | 10,901.37 |
| 05/01/2026 | Payment | 7,063.97 | 3,837.40 | 0.00 | 0.00 | 0.00 | 10,901.37 |

Principal Balance on 06/15/2026 579,574.23

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - [ Detach ] - - - - - - - - - - - - - - - - - - - - - - - - - - -

**Payment Notice**

## Pursuit (formerly NYBDC)

Accounting
19 British American Blvd. East
2nd Floor
Latham, NY 12110

Triad Group, LLC


| | |
|---|---|
| Bill For: | 07/01/2026 |
| Payment Amount: | $10,901.37 |
| Statement Date: | 06/15/2026 |
| Loan Number: | **021089ABNYG** |
| SBA Number: | 6288039110 |
| Interest Rate: | 7.865000% |
| Payment Due Date: | 07/01/2026 |
| Unpaid Late Charges: | $0.00 |
| Other Charges: | $0.00 |
| OverPayments: | $0.00 |
| Escrow: | $0.00 |
| **Total:** | **$10,901.37** |

Include an additional $545.07 late fee if not paid before the 11th


***DO NOT PAY - Your payment will automatically be deducted from your account.***

**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: 08/26/2026

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

2) Address of Place of Business: 400 Jordan Road

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

Country: US

Address: 3300 Vickery Rd.

City: Syracuse State/Province/ Territory: NY Zip/Postal Code: 13212

Country: US

Start Date: End Date:

Address: 626 RXR PLAZA

City: Uniondale State/Province/ Territory: NY Zip/Postal Code: 11553

Country: US

Start Date: End Date:

Address: 80 Business park drive

City: Armonk State/Province/ Territory: NY Zip/Postal Code: 10504

Country: US

Start Date: End Date:

3) Mailing Address (if different):

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 168718435

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

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

Triad Brokerage Services, Inc.
Martor, LLC.
Icon Cost Recovery Services, LLC.
Manes & Manes, LLP

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:

Triad Brokerage Services, Inc.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Wholly owned by Oracle Management Services, Inc. - a Sub S Corporation owned by Victoria Manes

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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.

| |
|---|
| We use propriety software to track, document and check all claims, which allows a search to avoid conflicts. If a conflict arises, we will take necessary steps to satisfy notice requirements and resolve the conflict.<br>Annual Soc-16 audit with PKFOD.<br>We perform a conflicts check before engaging with any client. |

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

| |
|---|
| 11/06/1999 |

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

| |
|---|
| Victoria E. Manes, President<br>400 Jordan Rd.<br>Troy, NY 12180 |

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

| |
|---|
| Victoria E. Manes, President<br>400 Jordan Rd.<br>Troy, NY 12180 |

iv) State of incorporation (if applicable);

| |
|---|
| NY |

v) The number of employees in the firm;

85

vi) Annual revenue of firm;

11000000

vii) Summary of relevant accomplishments

Certified WBE, TPA Contacted with State of New York Workers' Compensation Board and an additional 35 municipal and school entities.

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

B. Indicate number of years in business.

25

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

TPA Contacted with State of New York Workers' Compensation Board and an additional 35 municipal and school entities.

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 | Westchester County | | |
| Contact Person | Karin Hablow | | |
| Address | 148 Martine Ave. | | |
| City | White Plains | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (914) 995-2000 | | |
| Fax # | | | |
| E-Mail Address | keh3@westchestercountyny.gov | | |

| | | | |
|---|---|---|---|
| Company | Chautauqua County | | |
| Contact Person | Dennis Brooks, Insurance Administrator | | |
| Address | N. Erie St. | | |
| City | Mayville | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (716) 753-4245 | | |
| Fax # | | | |
| E-Mail Address | BrooksD@co.chautauqua.ny.us | | |

| | | | |
|---|---|---|---|
| Company | Onondaga County | | |
| Contact Person | Kevin Holmquist, Director of Risk | | |
| Address | 421 Montgomery St. | | |
| City | Syracuse | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (315) 435-3458 | | |
| Fax # | | | |
| E-Mail Address | KevinHolmquist@Ongov.net | | |

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

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

**CERTIFICATION**

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

Name of submitting business: Triad Group, LLC.

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

President
Title

08/26/2026 06:03:51 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Triad group, LLC

Address: 400 Jordan Road

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

Country: US

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| First Name | Victoria | | | | |
| Last Name | Manes | | | | |
| MI | | Suffix | | | |
| Address | 400 Jordan Road | | | | |
| City | Troy | State/Province/ Territory: | NY | Zip/Postal Code: | 12180 |
| Country | US | | | | |
| Position | President | | | | |

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.

Wholly owned (100%) by Oracle Management Services, Inc. - a Sub S Corporation owned by Victoria Manes (100%)

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.

Manes & Manes Law Firm, 50% owned by Victoria Manes

Triad Brokerage Services, 100% owned by Triad Group
MarTor Case Management, 50% owned by Victoria Manes
Icon Cost Recovery, 10% owned by Victoria Manes

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:
Victoria E. Manes [VMANES@TRIADGATE.COM]

Dated: 08/26/2026 06:09:07 pm

Title: President

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

NEW YORK STATE | Workers' Compensation Board

# 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)
TRIAD GROUP LLC
400 JORDAN ROAD
TROY, NY 12180

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

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
134091658

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
Office of Management and Budget
One West Street, 5th Floor
Mineola, NY 11501

3a. Name of Insurance Carrier
**ShelterPoint Life Insurance Company**

3b. Policy Number of Entity Listed in Box "1a"
DBL695814

3c. Policy effective period
07/01/2026 to 06/30/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] 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 8/6/2026 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 Wade Harrison, President

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)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(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 not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2026

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

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

**PRODUCER**
Dadey Insurance Agency LLC
5800 Heritage Landing Drive
East Syracuse, NY 13057

CONTACT NAME: Thomas V Dadey Jr
PHONE (A/C, No, Ext): (315) 492-2060 FAX (A/C, No):
E-MAIL ADDRESS: tom@dadeyinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Landmark American Insurance Company | 33138 |
| INSURER B : Kinsale Insurance Company | 38920 |
| INSURER C : Travelers Casualty Insurance Company | 19046 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Triad Group LLC
400 Jordan Road
Troy, NY 12108

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | LHC874379 | 03/01/2026 | 03/01/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ included |
| C | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | BA-9R23953A-23-42-G | 02/03/2026 | 02/03/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 01001111416 | 03/01/2026 | 03/01/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Third Party Administrator E&O | | | LHC874379 | 03/01/2026 | 03/01/2027 | | $5,000,000 |

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

The Certificate Holder is an Additional Insured subject to terms and conditions of form Endt-01 attached to policy. The Additional Insured Endorsement is primary and noncontributory per form Endt 13 with Waiver of Subrogation per form Endt-17.

**CERTIFICATE HOLDER**

Nassau County
One West Street
Mineola, NY 11501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas V Dadey Jr -- AGENT

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 6, 2026

Nassau County
Office of Management and Budget
1 WEST ST FL 5TH
MINEOLA NY 11501-4813

## Account Information:

| | |
|---|---|
| **Policy Holder Details :** | **Triad Group LLC** |

## Contact Us

**Need Help?**

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

NEW YORK STATE

**Workers' Compensation Board**

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name and address of Insured (use street address only)<br>TRIAD GROUP LLC<br>400 JORDAN RD<br>TROY NY 12180<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>(800) 337-7419<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>13-4091658 |
| 2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>Nassau County<br>Office of Management and Budget<br>1 WEST ST FL 5TH<br>MINEOLA NY 11501-4813 | 3a. Name of Insurance Carrier<br>Hartford Casualty Insurance Company<br>29424<br>3b. Policy Number of Entity Listed in Box "1a":<br>01 WEC AL0HLW<br>3c. Policy effective period:<br>07/11/2026 to 07/11/2027<br>3d. The Proprietor, Partners or Executive Officers are<br>☐ Included. (Only check box if all partners/officers included)<br>☒ all excluded or certain partners/officers excluded. |

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled 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 the 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 Worker's Compensation contract of insurance only while the underlying policy is in effect.

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

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Jessica Rolley
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Jessica Rolley 08/06/2026
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 242-4433

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

# Workers' Compensation Law

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

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

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