#### LEGISLATIVE CALENDAR

#### NASSAU COUNTY LEGISLATURE MINEOLA, NEW YORK

#### COMMITTEE MEETINGS JANUARY 9, 2017 1:00 P.M

1. 1:00 P.M. Committee Agendas

#### Documents:

E-1-9-17.PDF F-1-9-17.PDF GS-1-9-17.PDF H-1-9-17.PDF MA-1-9-17.PDF PL-1-9-17.PDF PW-1-9-17.PDF R-1-9-17.PDF TV-1-9-17.PDF VS-1-9-17.PDF

2. 1:00 P.M. Contracts

#### Documents:

A-42-16 NCWEB.PDF B-37-16 NCWEB.PDF E-265-16 NCWEB.PDF E-280-16 NCWEB.PDF E-281-16 ADDITIONAL BACKUP NCWEB.PDF E-281-16 NCWEB.PDF E-282-16 NCWEB.PDF

3. 1:00 P.M. Addendum Agenda

#### Documents:

F-1-9-17 ADDENDUM.PDF H-1-9-17 ADDENDUM.PDF R-1-9-17 ADDENDUM.PDF

#### **PUBLIC NOTICE**

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, JANUARY 9, 2017 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, JANUARY 23, 2017 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00PM
PUBLIC WORKS AND PARKS	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS AND SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

#### MICHAEL C. PULITZER

Clerk of the Legislature Nassau County, New York

Dated: January 2, 2017 Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

#### NASSAU COUNTY LEGISLATURE

#### 11th TERM MEETING AGENDA

# ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Denise Ford – Chairwoman Howard Kopel– Vice Chairman James Kennedy Steven Rhoads Carrié Solages – Ranking Siela A. Bynoe Ellen Birnbaum

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

#### FINANCE COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Siela A. Bynoe, Ranking
Laura Curran
Ellen Birnbaum

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
584-16	DA	F, R	RESOLUTION NO 2017
			A RESOLUTION TO INCREASE THE PETTY CASH FUND OF THE OFFICE OF THE DISTRICT
			ATTORNEY PURSUANT TO THE NASSAU COUNTY ADMINISTRATIVE CODE 584-16(DA)
601-16	AT	F, R	RESOLUTION NO 2017
			A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310D OF
			THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 601-16(AT)
602-16	$\mathbf{PW}$	F, R	ORDINANCE NO2017
			AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET
			FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU,
			CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT
			TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU
			COUNTY. 602-16(PW)
607-16	TR	F, R	RESOLUTION NO2017
			A RESOLUTION TO AMEND RESOLUTION 387-2008, AS LAST AMENDED BY RESOLUTION
			NO.244-2015, TO DESIGNATE NEWSPAPERS TO PUBLISH AND IDENTIFY THE REAL
			PROPERTY, LISTED BY SCHOOL DISTRICT NUMBER, LOCATED WHOLLY OR PARTLY IN
			THE TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD, TOWN OF OYSTER BAY,
			CITY OF GLEN COVE AND CITY OF LONG BEACH, ON WHICH REAL ESTATE TAX LIENS ARE SUBJECT TO SALE BY THE COUNTY TREASURER FOR UNPAID TAXES, PURSUANT
			TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY
			ADMINISTRATIVE CODE. 607-16(TR)
608-16	OMB	PS, F, R	ORDINANCE NO2017
000 10	01.12	1 2, 1, 11	AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 608-16(OMB)
609-16	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH EMERGENCY MANAGEMENT, PUBLIC WORKS, HEALTH, AND THE
			MEDICAL EXAMINER. 609-16(OMB)
610-16	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 610-16(OMB)

FINANCE 1

Proposed	Assigned	<u>Summary</u>
$\mathbf{B}\mathbf{y}$	To	
PK	F, R	RESOLUTION NO 2017
		A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT
		AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
		DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE SEA CLIFF CHAMBER
		PLAYERS, INC. 612-16(PK)
OMB	F, R	RESOLUTION NO2017
		A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
		MADE WITHIN THE BUDGET FOR THE YEAR 2016. 618-16(OMB)
OMB	F, R	RESOLUTION NO2017
		A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
0.5.55		MADE WITHIN THE BUDGET FOR THE YEAR 2016. 621-16(OMB)
OMB	F, R	RESOLUTION NO2017
		A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
DIZ	F. D.	MADE WITHIN THE BUDGET FOR THE YEAR 2016. 624-16(OMB)
PK	F, R	RESOLUTION NO2017
		A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT
		AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE ARTISTS IN
		PARTNERSHIP, INC. 1-17(PK)
A T	F D	RESOLUTION NO2017
AI	г, к	A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND
		SETTLE THE CLAIM OF PLAINTIFF, SEEMONA SUMASAR AND CHIARA MCDONALD, AS
		SET FORTH IN THE ACTION ENTITLED SUMASAR AND MCDONALD V. NASSAU COUNTY
		AND DET. LISA CHARLES, CASE NO. 11-CV-0587 (ARL) PURSUANT TO THE COUNTY
		LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU
		COUNTY ADMINISTRATIVE CODE. 2-17(AT)
AT	F. R	RESOLUTION NO2017
111	2,22	A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND
		SETTLE THE CLAIM OF PLAINTIFF, ALICIA BOUDOURIS, AS SET FORTH IN THE ACTION
		ENTITLED ALICIA BOUDOURIS V. THE COUNTY OF NASSAU, AND MICHAEL SPOSATO,
		LAWRENCE SHNURR, LOU CAFIERO, DAN SYDOR, IN THEIR OFFICIAL AND
		INDIVIDUAL CAPACITIES, CASE NO. 14-CV-6719 (DRH)(SIL) PURSUANT TO THE COUNTY
		LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU
		COUNTY ADMINISTRATIVE CODE. 4-17(AT)
	$\mathbf{\hat{B}y}$	By To PK F, R  OMB F, R  OMB F, R  PK F, R  AT F, R

FINANCE 2

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	$\mathbf{B}\mathbf{y}$	To	
5-17	AT	PW, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 5-17(AT)
6-17	AT	F, R	ORDINANCE NO2017
			AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET
			FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU,
			CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT
			TO THE PROVISIONS OF SECTION 310 OF THE GOVERNMENT LAW OF NASSAU COUNTY.
			6-17(AT)

FINANCE 3

## GOVERNMENT SERVICES & OPERATIONS COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

James Kennedy – Chairman
Denise Ford – Vice Chairwoman
Richard Nicolello
Laura Schaefer
Siela A. Bynoe– Ranking
Ellen Birnbaum
Arnold Drucker

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

## HEALTH AND SOCIAL SERVICES COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Rose Marie Walker – Chairwoman
C. William Gaylor III – Vice Chairman
Laura Schaefer
James Kennedy
Delia DeRiggi-Whitton – Ranking
Siela A. Bynoe
Arnold Drucker

Clerk Item No.	Proposed By	Assigned To	Summary

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

HEALTH 1.

#### MINORITY AFFAIRS COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Steve Rhoads – Chairman
James Kennedy– Vice Chairman
Dennis Dunne
Rose Marie Walker
Siela A. Bynoe – Ranking
Carrié Solages
Laura Curran

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

#### NASSAU COUNTY LEGISLATURE

#### 11th TERM MEETING AGENDA

## PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Laura Schaefer - Chairwoman
Dennis Dunne - Vice Chairman
Denise Ford
Steve Rhoads
Arnold Drucker - Ranking
Carrié Solages
Laura Curran

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
7-17	PW	PL, R	RESOLUTION NO2017  A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGEL BURMAN AT JERICHO, LLC. 7-17(PW)

#### PUBLIC SAFETY COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Dennis Dunne - Chairman
Donald MacKenzie - Vice Chairman
Vincent Muscarella
Denise Ford
Laura Curran - Ranking
Kevan Abrahams
Siela A. Bynoe

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
608-16	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 608-16(OMB)
609-16	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH EMERGENCY MANAGEMENT, PUBLIC WORKS, HEALTH, AND
			THE MEDICAL EXAMINER. 609-16(OMB)
610-16	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 610-16(OMB)

PUBLIC SAFETY 1.

#### PUBLIC WORKS AND PARKS COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Vincent Muscarella – Chairman Steve Rhoads– Vice Chairman Donald MacKenzie C. William Gaylor III Ellen Birnbaum– Ranking Laura Curran Arnold Drucker

	Clerk Item	Proposed	Assigned	<u>Summary</u>
	No.	By	To	
Ī	5-17	AT	PW, F, R	ORDINANCE NO2017
				AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
				CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 5-17(AT)

#### RULES COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Delia DeRiggi-Whitton Carrié Solages

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
584-16	DA	F, R	RESOLUTION NO 2017 A RESOLUTION TO INCREASE THE PETTY CASH FUND OF THE OFFICE OF THE DISTRICT ATTORNEY PURSUANT TO THE NASSAU COUNTY ADMINISTRATIVE CODE 584-16(DA)
601-16	AT	F, R	RESOLUTION NO 2017 A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310D OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 601-16(AT)
602-16	PW	F, R	ORDINANCE NO2017 AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 602-16(PW)
607-16	TR	F, R	RESOLUTION NO2017  A RESOLUTION TO AMEND RESOLUTION 387-2008, AS LAST AMENDED BY RESOLUTION NO.244-2015, TO DESIGNATE NEWSPAPERS TO PUBLISH AND IDENTIFY THE REAL PROPERTY, LISTED BY SCHOOL DISTRICT NUMBER, LOCATED WHOLLY OR PARTLY IN THE TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD, TOWN OF OYSTER BAY, CITY OF GLEN COVE AND CITY OF LONG BEACH, ON WHICH REAL ESTATE TAX LIENS ARE SUBJECT TO SALE BY THE COUNTY TREASURER FOR UNPAID TAXES, PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 607-16(TR)
608-16	OMB	PS, F, R	ORDINANCE NO2017 AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 608-16(OMB)
609-16	OMB	PS, F, R	ORDINANCE NO2017 AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH EMERGENCY MANAGEMENT, PUBLIC WORKS, HEALTH, AND THE MEDICAL EXAMINER. 609-16(OMB)

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	ODDINA NOE NO. 4015
610-16	OMB	PS, F, R	ORDINANCE NO2017
			AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
(12.16	DIZ	ED	CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 610-16(OMB)
612-16	PK	F, R	RESOLUTION NO 2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
			DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE SEA CLIFF
			CHAMBER PLAYERS, INC. 612-16(PK)
618-16	OMB	F, R	RESOLUTION NO2017
010-10	OMB	r, K	A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
			MADE WITHIN THE BUDGET FOR THE YEAR 2016. 618-16(OMB)
621-16	OMB	F, R	RESOLUTION NO2017
021-10	ONID	Γ, Κ	A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
			MADE WITHIN THE BUDGET FOR THE YEAR 2016. 621-16(OMB)
624-16	OMB	F, R	RESOLUTION NO2017
024 10	ONE	1,1	A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE
			MADE WITHIN THE BUDGET FOR THE YEAR 2016. 624-16(OMB)
1-17	PK	F, R	RESOLUTION NO2017
		_,	A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT
			AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
			DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE ARTISTS IN
			PARTNERSHIP, INC.1-17(PK)
2-17	AT	F, R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND
			SETTLE THE CLAIM OF PLAINTIFF, SEEMONA SUMASAR AND CHIARA MCDONALD,
			AS SET FORTH IN THE ACTION ENTITLED SUMASAR AND MCDONALD V. NASSAU
			COUNTY AND DET. LISA CHARLES, CASE NO. 11-CV-0587 (ARL) PURSUANT TO THE
			COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE
			NASSAU COUNTY ADMINISTRATIVE CODE. 2-17(AT)

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
4-17	AT	F, R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND
			SETTLE THE CLAIM OF PLAINTIFF, ALICIA BOUDOURIS, AS SET FORTH IN THE
			ACTION ENTITLED ALICIA BOUDOURIS V. THE COUNTY OF NASSAU, AND MICHAEL
			SPOSATO, LAWRENCE SHNURR, LOU CAFIERO, DAN SYDOR, IN THEIR OFFICIAL AND
			INDIVIDUAL CAPACITIES, CASE NO. 14-CV-6719 (DRH)(SIL) PURSUANT TO THE
			COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE
5 17	A TE	DW E D	NASSAU COUNTY ADMINISTRATIVE CODE. 4-17(AT)
5-17	AT	PW, F, R	ORDINANCE NO2017 AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 5-17(AT)
6-17	AT	F, R	ORDINANCE NO2017
0-17	AI	r, K	AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL
			BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU,
			CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN,
			PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE GOVERNMENT LAW OF
			NASSAU COUNTY. 6-17(AT)
7-17	PW	PL, R	RESOLUTION NO2017
		,	A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE
			NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGEL BURMAN AT
			JERICHO, LLC. 7-17(PW)
A-42-16	PR	R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF
			PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF
			NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC
			WORKS AND SYOSSET TRUCK SALES. A-42-16

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
B-37-16	PW	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS BARBATO LANDSCAPING, INC. B-37-16
E-265-16	HE	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND HELPING HANDS CONSULTATION SERVICES, INC. D/B/A HELPING HANDS CHILDRENS SERVICES, INC. E-265-16
E-280-16	OMB	R	RESOLUTION NO2017 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 MILLIMAN, INC. E-280-16
E-281-16	TR	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY TREASURER, AND CAPITAL RESOURCE MANAGEMENT, INC. E-281-16
E-282-16	AT	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C. E-282-16 THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	PR	R	RESOLUTION NO2017  A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16

Clerk Item No.	Proposed By	Assigned To	Summary	
B-4-16	PW	R	RESOLUTION NO2017	
D-4-10	PW	K	A RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16	
E-56-16	AT	R	RESOLUTION NO2017 A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16	
E-66-16	AT	R	RESOLUTION NO2017 A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16	
E-182-16	PW	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND D & B ENGINEERS AND ARCHITECTS, P.C. E-182-16	
E-204-16	IT	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND UNIVERSAL MANAGEMENT TECHNOLOGY SOLUTIONS, INC. E-204-16	
E-217-16	IT	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND AMERICAN COMMUNICATIONS INDUSTRIES. E-217-16	

Clerk Item	Proposed	Assigned	<u>Summary</u>			
No.	By	To				
E-275-16	PW	R	RESOLUTION NO2017			
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN			
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF			
			NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC			
			WORKS AND WILSON APPRAISAL SERVICES, INC. E-275-16			
U-16-16	AT	R	RESOLUTION NO2017			
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN			
			MENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF			
			NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY,			
			AND JACKSON LEWIS P.C. U-16-16			
U-64-16	AT	R	RESOLUTION NO2017			
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN			
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF			
			NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND			
			RIVKIN RADLER, LLP. U-64-16			

## TOWNS, VILLAGES & CITIES COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

Donald MacKenzie – Chairman Laura Schaefer – Vice Chairwoman Howard Kopel C. William Gaylor III Delia DeRiggi-Whitton – Ranking Laura Curran Ellen Birnbaum

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

# VETERANS AND SENIOR AFFAIRS COMMITTEE

**JANUARY 9, 2017 1:00 PM** 

C. William Gaylor III – Chairman
Rose Marie Walker – Vice Chairwoman
Dennis Dunne
Vincent Muscarella
Carrié Solages- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum

#### THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME



#### Office of Purchasing

Subject: Catch Basin Cleaner	Date:
(RQPW16000022, S/B # 07051-10276-133)	November 15, 2016
Department: Office of Purchasing	Vendor Name: Syosset Truck Sales
Department Head Name: Eric Naughton	Contract Number A-42-2016
Department Head Signature	Contract Manager Name Anette Sullivan
Proposed Legislative Action	Internal Approvals

Ĺ	Propo	Proposed Legislative Action					
	То	Date	Approval	Info	Other		
	Assgn Comm						
	Rules Comm						
	Full Leg						

Internal Approvals					
Date & Init.	Approval	Date & Iniţ. //	Approval		
	Dept. Head	12/9/60	Counsel to C.E.		
	Budget	1/91/5	County Atty.		
4916 @	Deputy C.E.	1	County Exec.		

#### Narrative

<u>Purpose:</u> To authorize and award a purchase order for a Catch Basin Cleaner for the Department of Public Works.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where forty-six (46) vendors were notified electronically of the bid, none of which are identified as Minority, Women or Veteran owned businesses. Minority Affairs was given a copy of the bid. Two (2) bids were received. Syosset Truck Sales, located in Nassau County is the lowest bidder.

<u>Impact on Funding:</u> The cost of this purchase is Two Hundred Ninety-Three Thousand Nine Hundred Dollars (\$293,900.00) from Capital Project 98060.

Recommendation: Office of Purchasing recommends an award be given to Syosset Truck Sales as the lowest responsible bidder meeting specifications.

2019 DEC 15 to 11: 05

RESCIVED

WASSAU COUNTY
CLERK OF THE LEGISLATURE

#### COUNTY OF NASSAU

#### INTER - DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE A-42-2016

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: NOVEMBER 16, 2016

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED NINETY-THREE THOUSAND NINE HUNDRED DOLLARS (\$293,900.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO SYOSSET TRUCK SALES WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE A CATCH BASIN CLEANER FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

ERIC NAUGHTON

✓ DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

ENCL: (1) STAFF SUMMARY

- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) RECOMMENDATION OF AWARD
- (8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SYOSSET TRUCK SALES.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF

PURCHASING has received competitive bids #07051-10276-133 for a Catch Basin Cleaner for Nassau

County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, <u>SYOSSET TRUCK SALES</u> submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with <a href="SYOSSET TRUCK SALES">SYOSSET TRUCK SALES</a>.



#### 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? If yes, to what campaign committee?
NONE
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.
Dated: 10/18/16  Vendor: STOSSIFICK SACES  Signed: MICHAEL NETTESHEIM  Title: PRESIDENT

TITLE

Page 1 of 4

#### COUNTY OF NASSAU

#### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nas 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; or to otherwise enga lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nass or State of New York, when discharging his or her official duties.	ige in
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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):	W
Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retain mployed or designated:	ned,
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Page 2 of 4	
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) each activity listed. See page 4 for a complete description of lobbying activities.	for
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·	
The name of persons, organizations or governmental entities before whom the lobbyist expects to lo	obby:
NONE	
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Page 3 of 4

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

Dated:

Signed:

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Page 4 of 4:

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.

ALL BIDS MUST BE F.O.B. DESTENATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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# **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 MICHAYEL NETTE SAIDIM
	Date of birth 02/18/169
	Home address 33 NORTH FLANDOME B
	City/state/zip FORT WASHINGTON NV 11050
	Business address 156/ STEWART AVE
	City/state/zip WESTBURY NV 11590
	Telephone 516 683.9110
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President////////
	Chairman of Board/Shareholder//
	Chief Exec. Officer// Secretary/_/
	Chief Financial Officer// Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details,
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details. Has any governmental entity awarded any contracts to a business oporganization listed in Section 5 in
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in
į	ille Dast 3 vears while voil Mere a principal owner or officer? VES 4 / NO
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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:

	Section	n 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8,	and/or portion initiate procee respon attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings of more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed se to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
		Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years have you been found in violation of any administrative or statutory charges?  YES NO If Yes, provide details for each such occurrence.
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In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such investigation.
 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_ NO \_\_\_ If Yes; provide details for each such investigation.
 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO \_\_\_ If Yes; provide details for each such instance.
 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_\_ NO \_\_\_ If Yes, provide details for each such year.

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## 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.

being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this Hay of November 2016

Notary Public Moyce

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

Name of submitting business

Print ngme

- Charles - Char

11 129 12016

Date

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# 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

	· · · · · · · · · · · · · · · · · · ·		LESHILIVI		
	Date of birth	A STATE OF THE PERSON OF THE P			
	Home address _	GG WINDMIL	L DE		
	City/state/zip/	LUNTINGTON	NY UTH	5	
	Business addres	6 1561 STEW	ART AVIS		
	City/state/zip 🔬	PESTBURY N	Y 11590		
	Telephone	16 603-9110	Jan	The state of the s	
	Other present ad	ldress(es)		enter hydride.	
	City/state/zip			- to the special section of the special secti	
	Telephone	44.	100		
	List of other addr	esses and telephone numbe	ers attached	9-16/2	
2	2. Positions held in	submitting business and sta	rting date of each (check	call applicable)	
	President/_	/ Treasurer/_	/	/	
		rd/ Shareho			
		er//Secretar			
	Chief Financial O	officer/ Partn	er / /	•	
	Vice President _	1112001	1 1		
	(Other)	The second secon			
3	3. Do you have an e YES <u></u> NO	equity interest in the business If Yes, provide details.	s submitting the question	ınaire?	
4	4. Are there any out contribution made		or any other form of secu	urity or lease or any other type of ubmitting the questlonnaire?	
5	5. Within the past 3	years, have you been a prind	cipal owner or officer of :	any business or not-for-profit NO; If Yes, provide details organization listed in Section 5 in	
	organization other	than the one submitting the	questionnaire? YES 1	NO; If Yes, provide details	ş.,
6	6. Has AR GOVERNM	Julia Mitter awarded any Cor	ntracts to a business of	/ proprietion lieted in Section 5 in	
	the past 3 years wh	le you were a principal own	er or officer? YES V	organization listed in Section 5 in NO If Yes, provide details.  TRUCK DETERMINED TO SECURITY OF THE PROVINCE SPECIFIED.	
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		DESPINATION AND INCLUDE DEL	IVERY WITHIN BOOKS UNLE	SE OTHERWISE SPECIFIED.	
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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO \_\_\_ If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO \_\_\_ If Yes, provide details for each such instance. c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_NO \_\_\_ If Yes, provide details for each such instance. d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance. 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? YES NO VIII Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO \_\_\_ if Yes, provide details for each such charge. c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO \_\_\_ If Yes, provide details for each such charge. d) in the past 10 years, have you been convicted after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO \_\_\_ If Yes, provide details for each such conviction. e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO \_\_ If Yes, provide details for each such conviction. f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_\_ NO \_\_\_ If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESERVATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

# FORMAL SEALED BID PROPOSAL

9.	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 57 YES, NO If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO if Yes; provide details for each such investigation.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such year.

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# 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.

I, JETSE VETYESUE IM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22 day of November 2016

Rotary Public M Boyce

Lisa M Boyce
Notary Public - State of New York
- No. 01B05074569
Qualified in Nassau County
My Commission Expires: 03/17/20 [9]

Name of submitting business

Signature

11,22,2016

Date

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# PRINCIPAL QUESTIONNAIRE FORM

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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 (BAII) Date of birth / / / / Home address Business address Telephone <u>\$16</u> 683,9110 Other present address(es) City/state/zip \_\_\_\_ Telephone List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) 2. President \_\_\_/ \_\_/ Treasurer \_\_ / \_/ Chairman of Board \_\_\_/\_\_/ Shareholder \_\_\_/\_ / Chief Exec. Officer \_\_\_\_/\_\_\_ Secretary \_\_\_/\_\_\_ Ghief Financial Officer \_\_\_/\_\_ Partner \_\_\_/\_\_\_ Vice President 7/1/3000 (Other) Do you have an equity interest in the business submitting the questionnaire? YEŚ V NO \_\_\_ if Yes, provide details. 33/3 Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO \_\_ If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than/the one submitting the questionnaire? YES NO ; If Yes, provide details. 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 V NO If Yes, provided the past 3 years while you were a principal owner or officer? YES V NO If Yes, provided FREIGHTLINEP TRUCKS, PRICH DISTRIBUTOR ANARDED CONTENCTS FOR FREIGHTLINEP TRUCKS, PARIS + REPARCES ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. If Yes, provide details.

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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.

,	In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	þ.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO if Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally débar or otherwise affect such business's ability to bid or propos on contract? YES NO If Yes, provide details for each such instance.
<b>,</b>	and/or portion initiate proces respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
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	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNOIf Yes, provide details for each such charge.
-	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 truthfoliness or the underlying facts of which related to the conduct of business? YESNO If Yes, provide details for each such conviction.
	θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO if Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO If Yes, provide details for each such occurrence.
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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such investigation. 10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_NO \_\_\_/ If Yes; provide details for each such investigation. 11. In the past 5 years, have you or this business, or any øther affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such instance. 12. For the past 5 tax years, have you failed to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO \_\_\_ If Yes, provide details for each such year.

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# 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.

I, <u>Pho Jump</u>, being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23 day of November 20 16

Notary Públic Moyce

Lisa M Boyce
Notary Public - State of New York
No. 01B05074569
Qualified in Nassau County
My Commission Expires: 03/17/20 [9]

Name of submitting business

Print/name

/ / / Signature

Calti T

11/22/2016

Date

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# **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). 1) Proposer's Legal Name: SyoSSIST TRUCK AS 15.5 / 2) Address of Place of Business: スターション List all other business addresses used within last five years: 3) Mailing Address (if different):\_\_\_\_\_ Phone: Does the business own or rent its facilities? Dun and Bradstreet number: 5) Federal I.D. Number: 11:1864421 6) The proposer is a (check one): Sole Proprietorship Partnership Other 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No \_ L If Yes, please provide details: \_\_\_\_\_ 8) Does this business control one or more other businesses? Yes No V If Yes, please provide details: 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No \_\_\_ If Yes, provide details.\_\_\_\_ ALL BIDS MUST BE 6.0.B. RESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or a other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract)
11) Has the proposer, during the past seven years, been declared bankrupt? Yes No _t If Yes, stated 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 \( \frac{1}{2} \) If Yes, provide details for each such investigation.
13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated businesseen the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation
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 even that allegedly occurred during the time of employment by the submitting business, and allegedly related the conduct of that business:
a) Any felony charge pending? Yes No If Yes, provide details for each such charge
b) Any misdemeanor charge pending? Yes No If Yes, provide details for each such arge
c) In the past 10 years, you been convicted after trial or by plea, of any felony and/or any ot crime, an element of which relates to truthfulness or the underlying facts of which related to t conduct of business? Yes No \(  \) If Yes, provide details for each such conviction
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ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY-WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  BIDDER SIGN HERE
TITLE 21

# FORMAL SEALED BID PROPOSAL 07051-10276-133

	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence
any concti	t (5) years, has this business or any of its owners or officers, or any other affiliated business had on imposed as a result of judicial or administrative proceedings with respect to any professional ld? Yes No; If Yes, provide details for each such instance
license ne	10? Yes No _v_, II Tes, provide details for each each metallice.
applicable sewer cha response	ist (5) tax years, has this business failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water and arges? Yes No _v If Yes, provide details for each such year. Provide a detailed to all questions checked YES'. If you need more space, photocopy the appropriate page and the questionnaire
Provide a deta appropriate pa	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of a) plea	Finterest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, use 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.
	(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 CONFRICT BXISTS
	(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 CONFICT KXISTS
p)	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.
	No CONFLICT BXISTS
	OUR DEMER MOREEMENT ALLOWS TERMISHARENCY TO ALL DISTRIBUTORS WHAT DISCOUNTS ARE FOR NASSAU COUNTY
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Street IDWN OF HEMISTREATS
Contact Person Tom TosnAND
Address 350 ROUT STREET
City/State HEMPSTERAN MY 11550
Telephone 516 546 0912
Fax#
E-Mail Address

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BIDDER

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

Company TOWN OF DUSTIER EAST
Contact Person
Address 74 Audry Ave
Address 74 Audry Are City/State 045ter Bay Ny 1177/
Telephone
Fax#
E-Mail Address
Company TOWN OF NORTH HIMBTEAN
Contact Person
Address 2P5 Arntin Ave
Address 2P5 Arntin Ave
Contact Person
Address 2P3 Jenton Prve  City/State New Hyde PK My 11010

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### CERTIFICATION

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I, MUCHASI VATUSHOM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

degramment as additional literature to office	mile a contract that are published b activities of the
Sworn to before me this H day of Ut	20 <u>1</u> 6
Rotary Public M Boyce	Lisa M Boyce  Notary Public - State of New York  No. 01BO5074569  Qualified in Nassau County  My Commission Expires: 03/17/20
Name of submitting business: \$\subseteq 205557	TRUCK SALES INC
By: Mynys 1951 / NETTTS SHIP	11/
Signature	
Title	<del></del>
10,16,16	

# SYOSSET TRUCK SALES, INC.

Long Island's Premier Truck Center

1561 STEWART AVENUE, WESTBURY, NEW YORK 11590

SALES TEL: (516) 683-9110 FAX: (516) 683-1553

<u>SERVICE</u> (516) 683-9112 PARTS TEL:(516) 683-9111 FAX:(516) 683-6141

December 7, 2016

Nassau County

Office of Purchasing

Reference sealed bid 07051-10276-133

To whom it may concern,

Syosset Truck Sales Inc. is an authorized dealer for International and Mitsubishi Trucks located at 1561 Stewart Avenue, Westbury, NY 11590. This letter serves to answer item A, B, and C on page 23 of the referenced bid.

Syosset Truck Sales has been supplying new trucks and parts to businesses on Long Island since incorporation in 1958. We have been incorporated in New York State for 59 years. We have 31 full time employees. Our annual gross revenue is approximately 18 million dollars.

The company is owned by 3 individuals equally. The names and addresses of these individuals are provided on page 27 of the reference bid.

We have been a business based in Nassau County for a significant amount of time. Summary of relevant accomplishments is 50 years of supplying or repairing trucks that performed there intended use thereby providing a source of income for our private customers or reliable cost effective service to our municipal customers. We referenced some of those customers for you in item D.

See licenses and permits attached.

We look forward to providing Nassau County with the equipment it needs to get the job done.

Regards,

Michael Nettesheim

President



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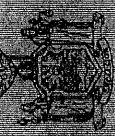
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Page 1 of 4

# COUNTY OF NASSAU

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

1.	Name of the Entity: SYDSSET TRUCK ANDS
	Address: USOL STRICART AVENUE
	City, State and Zip Code: WESTBURY MY 11590
2.	Entity's Vendor Identification Number: 11-1864471
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
4. compa membe	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or rable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):
Mil	CHARL NECTESHEIM FOR WASHINGTON NY 11050
10	AG MILLER DX HULS NY
	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not ividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section.
[]	MICHAEL WHITESHAM LAXTIMISHINGON 101 4050
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TRIFF INELISEMENT CUNLINGION IV	
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 to 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.	take
List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, departr 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 improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying the term is defined herein. 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	y any ment ee nt or ng as
(a) Name, title, business address and telephone number of lobbyist(s):  Non C	
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  BIDDER SIGN HERE	
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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.
Nonc
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau Count New York State):
None
·
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 the
are, to his/her knowledge, true and accurate.
Dated: 18/10 Signed: 19/19/19/19/19/19/19/19/19/19/19/19/19/1
Title: PESIDE OT
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Page 4 of 4:

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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	10 11

Claudia Colasurdo hereby certifies that the bids listed above were or at the time and place specified therein and that the above is a correct transcription from all original bids received.

PUBLIC BID OFFICER

# Formal Sealed bid PROPOSAL

STATE OF NEW YORK



# **COUNTY OF NASSAU**

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM

> TELEPHONE 516 571 6103

BID NUMBER 07051-10276-133

Dated: 10/13/16

\y:

BID OPENING DATE 10/27/16

11:00 A,M, E,D,S/T ÷,

REQUISITION NUMBER ROPW16000022

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE

BUYER

Anette Sullivan

Catch Basin Cleaner

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED 01 6 8

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER

QUOTED IN THE QUANTITY AND AT THE PRICES BID CASH DISCOUNT OF WIFE PERCEN PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-TION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

**DELIVERY MADE TO:** 

Dept. of Public Works Highway & Bridge Maintenance 170 Cantiague Rock Road Hicksville, NY 11801 GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER: BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER SYDSSET TEUCK SALBS
ADDRESS 1561 STEWART AVENUE
CITY DESTRUCTION STATE NY ZIP CODE 11590 TELEPHONE 516.683-9110
MICHAEL NETTESHEIM THE INDIVIDUAL PRINT OR TYPE NAME OF SIGNER AND TITLE
SIGNATURE OF AUTHORIZED INDIVIDUAL PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

# BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- 8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- 11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- 20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpetented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- 25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

# **DISCLOSURE STATEMENT**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: SYDSSET TEUCK SALES INC.	
Address: 1561 STELOART AVE WESTBURY NY 1150	10
Telephone No: 516 683 - 9110 Fax No: 516 683 - 1553	
1. State Whether: A Corporation	
Individual	
Partnership	

# **GUIDELINES FOR DISCLOSURE**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. \*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER'S NAME: CLOSO FOR THE STATEMENT	
ADDRESS: 1561 STELDART AVENUE WESTRURY MY 115	- 'A A
1 CTATE MUST LED CORPORATION A	90
TARTINERSHIP	<del></del>
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S) PRESIDENT  **MICHAEL NATE: A STATE SHELL AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)	V 1102
VICE PRESIDENT CRASS MULLER DIX MUS MIN	_ ~~_
SECRETARY FROM MULTER DIX HILLS NY	
TREASURER	
3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? IF SO WHEN?	
4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME?	
5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?  IF SO, WHERE AND WHY?	
6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?  **DIMMERCIAN TRUCK SALES, BERANKS, AND PARTS  7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SOF THIS BID?	 SUBJECT
INDIVIDUALS PRESENT YEARS OF MAGNITUDE AND IN WHAT POSITION EXPERIENCE TYPE OF WORK CAPACITY	
MICHARL NETTESHEIM PRES 25 SUBLIED COUNTY TIZUCES FR	) <u>2</u> 25
8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL RHYNKUMA PUBLISHIES SPHCIMICATIONS	
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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
MICHARL NETTESHEIM FRESIAGNT
THEORIE WILLIAM TROPECT
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: TOWN OF HEMPSTIED / HWY DEPT
ADDRESS: 350 FRONT STREET
HEMPSTEAD, NY 11550
TELEPHONE: 516546 0912 CONTACT PERSON TON TOSCANO CONTRACT DATE:
2. REFERENCE'S NAME: TOWN OF BYSTEP BAY HWY DEPT
ADDRESS. 150 MILLER FLACE
SY03857 NY 11791
TELEPHONE: CONTACT PERSON MIKE CIPRIANO CONTRACT DATE:
3. REFERENCE'S NAME: TOWN OF NODTH WENDSTEAD HINY NEPT
ADDRESS: 246 NEWTON) ALE
NEW HYDE FIRK NY 11040
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 07051-10276-133

TELEPHONE: 516-869 CONTRACT DATE:	6311 CONTACT PERSON TOM TIFRNAN	<i>!</i>
	USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.	

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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#### 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 by such title 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, including the 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.

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- (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 therefore 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 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

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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, 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 Best Efforts 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

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# FORMAL SEALED BID PROPOSAL 07051-10276-133

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.

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### INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

#### **DEFINITIONS:**

- •The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- •The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety. as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

#### **IMPORTANT**

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST **REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response must include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder - prospective vendor utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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# COUNTY OF NASSAU

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

1.	Name of the Entity: SYDSSET TRUCK SAIRS
	Address: Islal STELOART AVENUE
	City, State and Zip Code: WESTEURY NY 11590
2.	Entity's Vendor Identification Number: 11-1864421
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
membe	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or rable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):  HHEL NETTHEM FOR WALNGTON W 1050  HOW MULLER WALLES W
in mar	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not vidual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy OK in lieu of completing this section.  CHARL METERSHAM TORTHURS MY  CHARLES AND TORTHURS MY  CHARLES AND
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part in the perfo	one"). Attach a sormance of this c	ated companies and eparate disclosure f ontract. Such disclosed sed that participate	orm for each af osure shall be u	filiated or subsidia pdated to include a	ry company tha affiliated or subs	t may take
			_			
heads, legislator and Planning Comprovement of the term is define toursel or agent	ce - or promote as or committees, ommission. Such real property sured herein. The total tof the County of	s any and every per a matter before - Na, including but not I in matters include, be bject to County registerm "lobbyist" doe of Nassau, or State of the sess address and telescope in the sess address and telesc	ssau County, its imited to the Oput are not limited ulation, procure an not include an of New York, w	s agencies, boards, pen Space and Par ed to, requests for ments, or to other y officer, director, hen discharging hi	, commissions, c ks Advisory Con proposals, devel wise engage in I	department mmittee opment or obbying as
	· · · · · · · · · · · · · · · · · · ·					
All RIDS MUST	RE E O R DECEMBE	ION AND INCLUDE DEL	T1 (P153) 14 (PP-150) = -			
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Page 3 of 4

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lobbying activities.	
None	
	-
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nass New York State):	sau County,
None	
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor of authorized as a signatory of the firm for the purpose of executing Contracts.	or Vendor
The undersigned affirms and so swears that he/she has read and understood the foregoing statement	ts and they
are, to his/her knowledge, true and accurate.	
Dated: 10/18/10 Signed: Fight	en l
Print Name: MILASSE WESTESSES	n
Title: TRESIDIE WT	
A	
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Page 4 of 4:

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.

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Page 1 of 4

## COUNTY OF NASSAU

# LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any an organization retained, employed or designated by any client to influence - or promote county, its agencies, boards, commissions, department heads, legislators or committee limited to the Open Space and Parks Advisory Committee and Planning Commission; lobbying activities as the term is defined herein. Such matters include, but are not lim proposals, development or improvement of real property subject to County regulation, "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of or State of New York, when discharging his or her official duties.	a matter before - Nassau es, including but not or to otherwise engage in ited to, requests for procurements. The term of the County of Nassau,
NONE	
2. List whether and where the person/organization is registered as a lobbyist (e.g. York State):	, Nassau County, New
NONE_	
	····
	•
3. Name, address and telephone number of client(s) by whom, or on whose behal employed or designated:	f, the lobbyist is retained,
Nose	
11/1/	
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Page 2 of 4	
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify each activity listed. See page 4 for a complete description of lobbying activities.	
NORSE_	
5. The name of persons, organizations or governmental entities before whom the lobbyist ex	pects to lobby:
	-
	-
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Page 3 of 4

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

Dated: 10/18/16

Signed: //
Print Name

Title: PASI

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Page 4 of 4:

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.

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### **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). 1) Proposer's Legal Name: SyoSSIST TRUCK SALES / 121 2) Address of Place of Business: 156/ STEWART List all other business addresses used within last five years: 3) Mailing Address (if different): Does the business own or rent its facilities? 4) Dun and Bradstreet number: 5) Federal I.D. Number: \_11.1864421 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_ Partnership \ \( \scale{\chi} \) Corporation Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No \_\_\_\_ If Yes, please provide details: \_\_\_\_\_ 8) Does this business control one or more other businesses? Yes \_\_\_ No \_\_ If Yes, please provide details: 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No \_\_\_ If Yes, provide details.\_\_\_\_\_ ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE

other gov bond), da	proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any vernment entity terminated? Yes No If Yes, state the name of bonding agency, (if a ate, amount of bond and reason for such cancellation or forfeiture: or details regarding the on (if a contract).
11) Has the p date, cou	proposer, during the past seven years, been declared bankrupt? Yes No If Yes, state art jurisdiction, amount of liabilities and amount of assets
business state or lo officer of investigat was relate	st five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, ocal prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or any affiliated business been the subject of a criminal investigation and/or a civil anti-trust tion by any federal, state or local prosecuting or investigative agency, where such investigation and to activities performed at, for, or on behalf of an affiliated business.  No If Yes, provide details for each such investigation.
been the and local business federal, s relationsh	st 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business subject of an investigation by any government agency, including but not limited to federal, state regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies, for matters pertaining to that individual's position at or nip to an affiliated business. Yes No If Yes, provide details for each such tion
before or that alleg	current or former director, owner or officer or managerial employee of this business had, either during such person's employment, or since such employment if the charges pertained to events edly occurred during the time of employment by the submitting business, and allegedly related to uct of that business:  a) Any felony charge pending? Yes No If Yes, provide details for each such charge.
	b) Any misdemeanor charge pending? Yes No If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No If Yes, provide details for each such conviction
<u>ALL BIDS MU</u> BIDDER SIGN	IST BE F.O.B. DESTINATION AND INCLUDE DELIVERY-WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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# FORMAL SEALED BID PROPOSAL 07051-10276-133

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No If Yes, provide details for each such conviction					
	A				
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence				
15) In the pas	st (5) years, has this business or any of its owners or officers, or any other affiliated business had				
license he	tion imposed as a result of judicial or administrative proceedings with respect to any professional eld? Yes No; If Yes, provide details for each such instance				
,					
applicable sewer cha response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water and arges? Yes No If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and o the questionnaire				
Provide a det appropriate p	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.				
47\	f lutanast.				
17) Conflict of a)	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist,				
.,	ase expressly state "No conflict exists."				
	<ul> <li>(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.</li> </ul>				
	NO CONFICT BXISTS				
	(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 CONFISCT BXISTS				
	(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 CONFICT KXISTS				
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.				
	No PONCLICT BXISTS				
	OUR DEMER AGREEMENT ALLOWS TEANSPARENCY TO ALL DISTRIBUTORS WHAT DISCOUNTS ARE FOR MASSAU COUNTY				
	MINISTERNAL CONTRACTOR				
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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.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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.

01/11/11/2

Company DI MEMISTIEMS			
Contact Person Tom TosnAND			
Address 350 FRONT STREET			
City/State HEMPSTOEAN NY 11550			
Telephone 516 546.0912			
Fax#			
E-Mail Address	_		

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# FORMAL SEALED BID PROPOSAL 07051-10276-133

Company TOWN OF DUSTIER EM
Contact Person
Address 14 Auday Are
Address 14 Audry Are City/State Oyster Bay My 1177/
Telephone
Fax #
E-Mail Address
Company TOWN OF NORTH HUMBSTEED
Contact Person
Address 2P5 Ventin Ave
Address 2PS Jenton Ave City/State Hew Hyde PK My 11010
City/State Hew Hyde PK My 11010
Address 2PS Jenton Ave  City/State New Hyde PK My 11010  Telephone  Fax #

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### **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.  I, MICHAEL MARCHARD MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.  I, MICHAEL MARCHARD MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.  II, MICHAEL MARCHARD MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.  III 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.				
Sworn to before me this 18th day of 0ct 2010				
Lisa M Boyce  Notary Public - State of New York  No. 01BO5074569  Qualified in Nassau County  My Commission Expires: 03/17/20				
Name of submitting business: SOSSIT TRUCK SANTS INC  By: Arrange Signature  Signature  Title  Date				

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## 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 1111chael Nettesheim	
	Date of birth 2 / 18 / 69	
	Home address 33 N. Plandome Rd	
	City/state/zip 4+ Wahnatin NY 11050	
	Business address 1501 Stewart AM	
	City/state/zip westburn My 11590	-
	Telephone <u>516 683-9110</u>	
	Other present address(es)	
	City/state/zip	•
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)  President 7 / / 1200 Treasurer//	
	Chairman of Board// Shareholder//	
	Chief Exec. Officer// Secretary//	N.
	Chief Financial Officer// Partner//	
	Vice President / / /	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? YES _v NO If Yes, provide details. しいっぱ ー 33リュ りぃ	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any contribution made in whole or in part between you and the business submitting the questi YES NO If Yes, provide details.	other type of onnaire?
5.	Within the past 3 years, have you been a principal owner or officer of any business or not organization other than the one submitting the questionnaire? YES NO; If Yes, LF FRENTIAL3313 %	-for-profit provide details.
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# 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 Craia mullo
	Date of birth/ \ / \ / \
	Home address 24 Ingold Dr.
	City/state/zip bix H115 NY 11746
	Business address 15(4) Stewart Ave
	City/state/zip Lustbury Ny 1159U
	Telephone 5[1, 1, f3-9110
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer//
	Chairman of Board/ Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/ Partner/
	Vice President 7 / / / 2000 / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. ろろり
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
	YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit
	organization other than the one submitting the questionnaire? YES // NO 1 If Yes provide details
	CPM Realty 33/3 LI Freignther 35/3
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## 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 <u>Veter Nettesheim</u>	
	Date of birth 4 / 8 / 1959	
	Home address LAC Windmill Dr.	
	City/state/zip Huntington 144 11743	
	Business address 15(1) Stewart Ave	
	City/state/zip WUTbury MY 115 90	
	Telephone 514-683-8110	
	Other present address(es)	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President/ Treasurer/	
	Chairman of Board// Shareholder//	
	Chief Exec. Officer/ Secretary/	
	Chief Financial Officer/Partner/	
	✓Vice President <u>/ / / / 200                           </u>	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? YES $\frac{\sqrt{}}{\sqrt{}}$ NO If Yes, provide details, $\frac{\sqrt{}}{\sqrt{}}$	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other ty contribution made in whole or in part between you and the business submitting the questionnaire YES NO _v _ If Yes, provide details.	pe of ?
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-proforganization other than the one submitting the questionnaire? YES V NO ; If Yes, provide CPM COLTY 33 30 LT Freight with 33 30	īt details.
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6.	Has a past 3	ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the years while you were a principal owner or officer? YES NO If Yes, provide details.			
or Pr	NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.				
7.	. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:				
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.			
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.			
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.			
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.			
8.	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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.			
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.			
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.			
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.			
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.			
p.	LL BIDS	MUST BE F.O.B DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.			
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		BIDDER			

	f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO If Yes, provide details for each such occurrence.
9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO If Yes; provide details for each such investigation.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such year.

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#### 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.

I, MICHAEL MCHESWIN , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this K day of OUT 2014

Description of the property of the property Public - State of New York Otary Otary - State of New York - State

My Commission Expires: 03/17/2019

Syposet Truck Sales Inc.

Print pame

\_\_\_\_\_<del>∦</del>

10/1/2014

Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: a heavy-duty chassis and chassis mounted catch basin cleaning machine.

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made / Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**BILLING:** Shall be made on County daim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

#### NO PARTIAL PAYMENTS WILL BE PAID.

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME DATE

DATE

BY (SIGNATURE)

TITLE

\*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID\*\*

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

**BIDDER SIGN HERE** 

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INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY**: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**SPECIFICATIONS:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

**PROTECTION FROM CLAIM AGAINST "OR EQUAL":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

**ALTERNATIVE ITEM:** In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

ALL BIDS MUST BE F.O.B. DESTENATION AND ANCIUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
BIDDER SIGN HERE

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**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY	,推R
PERIOD: ONE YEAR FROM DATE OF DELIVER	ATTACHED.
NOTE: All warranties take effect only upon written acceptance of equipment by using agency and sthat point.	MRRANTY hall run full term from
BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE	FLUS
be monthis	ALL EXTENDED
	WARRITIES
	ARR BID
	SPEC.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

**REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVE	RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	1255
BIDDER	TITLE

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.					
STATE PRICE PROTECTION PERIOD:		180	DAYS AFTER BID OPENING		
<b>EXTENSION OF PRICE:</b> It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.					
<b>NEW YORK STATE PRICES:</b> Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.					
<b>VENDOR RESPONSIBILITY CRITERIA:</b> The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.					
NON-COLLUSIVE BIDDING CERTIFICATION REQU	IRED BY S	SECTION 139-	D OF THE STATE FINANCE LAW		
BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:  [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;  [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder					
or to any competitor; and [3] No attempt has been made or will be made by submit or not to submit a bid for the purpose of res	the Bidde	r to induce an			
A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:					
[AFFIX ADDENDUM TO THIS	PAGE IF S	SPACE IS REQU	JIRED FOR STATEMENT]		
Subscribed to under penalty of perjury under the laws of the Stathis 24 TH day of October Partnership.		,	as the act and deed of said Corporation or		
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUD	E DELIVER	Y WITHIN DOO	RS UNLESS OTHERWISE SPECIFIED.		
BIDDER SIGN HERE BIDDER	>		TITLE		

TITLE

Identifying Data:			
Potential Contractor: SYDSSETTRUCK SALES INC			
Address: 1561 STELOART AVENUE			
Street: .			
City, Town, etc: NESTBURY NY 11590			
Telephone: 516 683 9110 Title:			
If applicable, responsible Corporate Officer			
Name MICHAGE WETTERS VIEW Title 1875			
Signature: Sign Here			
FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.			
GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:			
As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.			
Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.			
Bidders must insert <b>FEDERAL IDENTIFICATION NUMBER</b> in the space provided on page one of this bid.			
Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.			
Prices <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u> . Entries with <u>WHITE OUT</u> , <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> BE INITIALED or that entry will be disqualified.			

ALL BIDS MUST BE F.O.B. DESTENATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders MUST state manufacturer's name and catalog number of each item bid.

### ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement MUST BE COMPLETED and submitted with bid. See page 4 for further details

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DEL	IVÉDY WITHIN DOODS HIM ESS OTUKBULTOS SPROTETED
The state of the s	TVERT WITHIN DOORS UNLESS WITHERWISE SPECIFIED.

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#### **EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – 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.

### Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

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# **SPECIFICATIONS**

# See attached documents 1&2 for details

Item # Oty. Unit	Description	Unit Price Total Price
1. (1) Each	Catch Basin Cleaner	\$ 293 900 0 H293 900, D

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**BIDDER SIGN HERE** 

BIDDER

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# County of Nassau

# Intent:

The intent of the following general and detailed specifications is to describe the minimum requirements of a heavy-duty chassis and chassis mounted catch basin cleaning machine. Brand names, makes, and model numbers contained herein are for reference only in regards to the type level of quality, and durability that the County of Nassau will except as a minimum. The County, at their discretion, reserves the right to reject any and/or all bid proposals or make an award to the most responsive / best bidder that in it's opinion meets the minimum specifications and requirements set herein forth.

# MOBILE CATCH BASIN AND HIGH VELOCITY COMBINATION SEWER CLEANER

General: CB 10

The system described herein consists of one new mobile catch basin cleaning machine. The system shall be capable of air/vac pick up of all liquids and solids from catch basins. This simultaneous operation will provide for maximum water pressure and vacuum at an engine speed not to exceed recommended RPM allowing for an adequate reserve horsepower from the engine. Controls for all functions shall be operable at the rear operator's station.

# 1.0 DEBRIS STORAGE TANK

1.1 -	The debris tank volume shall be 10 cubic yards (2020 gallons) and 9 cubic yards minimum usable capacity.						
	Comply	(Yes) _		(No)	Will supply		
1.2 -		Each bidder shall submit a dimensional drawing certifying minimum usable capacity with bid documents.					
	Comply	(Yes) _		(No)	Will supply		
1.3 -	1/4" stee of water square,	el to wit . The ta oblong	hstand ank bull or oval	a vacuum k heads sl	nk shall be constructed from A/36 of not less than 360 column inches hall be 3/8" bubble type. The use of nich require heavy steel plates and eceptable.		

	Comply	(Yes)	(No)	Will supply
1.4 -	The enti hydrauli	ire debris tank ic dumping at A	shall be hing 5 degrees.	ged at the rear and designed for
	Comply	(Yes)/	(No)	Will supply
1.5 -	The use debris ta	of hydraulic pa ank will not be	istons, hoses accepted.	and/or internal baffles inside the
	Comply	(Yes)	(No)	Will supply
1.6 -	A steel door to	direct the de	shall be perm epris away fr	anently attached under the rear om the rear of the tank when
	Comply	(Yes)	(No)	Will supply
1.7 -	open an through means o mainten will be c	d close to a 90 the discharge of a power oper ance, cleaning onsidered una	O-degree angleed debris.  In, power close and dumping ceptable.	ged rear door shall hydraulically e to eliminate dragging the door This shall be accomplished by e hydraulic cylinder. For ease of g, partial doors, flat steel doors  Will supply
	Compiy	(163)	(110)	vviii suppiy
1.8 -	debris	or shall seal k tank shell, sea naintenance co	ils attached to	uty rubber seal attached to the o the door will not be accepted
	Comply	(Yes)	(No)	Will supply
1.9 -	locks, w unlatchin safety to Mechanic systems	which shall elling at the rear of operating personal linkages, someonied inside	iminate the of the unit. onnel. The usesystems that the debris ta	our individual hydraulic cylinder need for any system require This shall provide for maximum se of high maintenance, require manual adjustment or ank will be unacceptable.
	Comply	(Yes)	(No)	Will supply

,

1.10	the real	r door to indica	te liquid level.	l sight eyes shall be installed o High maintenance, mechanic es are unacceptable.	n al
	Comply	(Yes)	(No)	Will supply	
1.11	system When d	will be installed lebris tank is ful	d inside the de II, the ball che	and rubber socket check valvebris tank to prevent over-filling ck valve shall automatically storefore, protecting it from wate	g.
	Comply	(Yes)	(No)	Will supply	
1.12		al tank prop sh			
	Comply	(Yes)	(No)	Will supply	
1.13	screen i shall be	with adequate s easily removab	ize to protect ปีe from groun		n
	Comply	(Yes)	(No)	Will supply	
1.14	hose wing no higher excess larea shawithout cycle to	th storage rack er than 5 feet at liquids. A scree all allow for 80%	will be located bove ground le covering a le covering a le covering a le covering and covering tank. The screen cleaning.	g gate valve and 10' X 6" lay flat on the bottom of the rear door evel to allow for the removal of minimum of 34 of the rear door k liquids to be drained off en shall pivot during the dump	it r,
115.					
1.10	tne warr	ranty shall be s	ubmitted with		
	Comply	(Yes) _ 1	(No)	Will supply	
			2.0 WATER TA		
2.0 -	operation	n. Water tank(s)	shall be manu	allons supplied for the Ifactured of 3/8", UV stabilized Ir blow mold poly tanks will not	i

	be consi	idered as equal	due to mainte	nance considerations.
	Comply	(Yes)	(No)	Will supply
2.2 -	A lifetim be subn	ne warranty sha nitted with the	ll be supplied. oid.	A copy of the warranty shall
	Comply	(Yes)	(No)	Will supply
2.2 -	Bidder s addition	shall provide an	ánnual inspe ife of the warr	ction of the water tanks at no anty.
	Comply	(Yes)	(No)	Will supply
2.3 -	female s of the wa	ed at the curbsi wivel connection ater tank system	ide. The 2.5 ir on shall be pro m.	w from the water hydrant shall n National Standard Fire thread ovided for the complete filling
	Comply	(Yes)	(No)	Will supply
2.4 -	inside the transit.	ble water suppl te fill system to Two water level to the operator.	ly. An anti-spl prevent spilla I sight tubes s	p anti-siphon design to protect lash valve shall be located ige from the water tank while in hall be provided at locations Will supply
0.5				
<i>2.</i> 0 -	and oper To insur raise wit drain in t allowing	ration of the wa e a complete cl h debris body c the lowest poin for periodic flu	iter pump while eanout of sed during dump not of the water is shing out of v	llow dumping of the debris tank le in the full dumped position. iment, water tanks shall also node. A 2.5 in. quick opening tank system shall be included vater tank sediments.  Will supply

# 3.0 WATER PUMP SYSTEM

3.1- The system shall include a heavy-duty water pump. The pump shall be capable of operating flow from 0-40 GPM and from pressures from

	pump m the bid.	anufacturer's	statement o	n five-year warranty.  A f warranty shall be sul	bmitted with
	Comply	(Yes) V	(No)	Will supply	
3.2 -				, it shall allow for easy be cleaned with the ta	
	Comply	(Yes)	_ (No)	Will supply	
3.3 -	-	np shall be mo from rough ro		e the chassis frame to f road travel.	avoid
	Comply	(Yes)	(No)	Will supply	<u></u>
3.4 -	duty spl reinforce accomp via dual mainten	it shaft power ed Carbon Po lished either f clutch PTO.	take off, an ly Chain. Er rom inside t The use of lo c drives or a	ve the water pump via d a variable speed "Ke gagement/disengagen he cab or at the operat ow cost transfer cases nuxiliary engines, or st eptable.	vlar" nent can be tor's station , high
	Comply	(Yes) <u>//</u>	(No)	Will supply	
3.5 ~	shall be		l valves sha	from the pump systen Il be supplied on the p	
	Comply	(Yes)	(No)	Will supply	
3.6 ~	a pressu		e, set at maxi	n shall be designed in mum operating pressu	
	Comply	(Yes) N	_ (No)	Will supply	
3.7 -	and incl	ude a quick c	onnect hose	of the primary water p fitting located curb si sure relief valve set at	de near the.
	Comply	(Yes) \	(No)	Will supply	

3.8	An adjustable spray hand gun rated at 800 PSI, will be provided and furnished with 75 ft of 1/2 in. high pressure hose and a retractable hose reel mounted on passenger side of unit, forward of rear axles.
	Comply (Yes) (No) Will supply
3.9 -	A system for recirculation of water through the entire system shall be supplied.
	Comply (Yes) (No) Will supply
	4.0 AIR VAC SYSTEM
4.1 -	The system shall include a positive displacement rotary lobe type exhauster. This system shall be capable of a minimum 217 inches of negative water pressure at 3600 CFM. Air conveyance systems are not acceptable.
	Comply (Yes) (No) Will supply
4.2 -	Lubrication for the positive displacement exhauster shall be by means of self contained splash system with sight eyes provided to check oil level.
	Comply (Yes) (No) Will supply
4.3 -	The rating of the vacuum system at sea level will be a minimum of 217 column inches of water at maximum RPM.
	Comply (Yes) (No) Will supply
4.4 -	The truck chassis engine shall drive the positive displacement exhauster via a heavy duty split shaft power take off, and a variable speed Carbon Poly Chain. Engagement/Disengagement can be accomplished either from inside the cab or at the operator's station. The use of low cost transfer cases, high maintenance hydraulic drives or auxiliary engines will not be acceptable.
	Comply (Yes) (No) Will supply
4.5 -	Blower engagement and disengagement shall be by means of a toggle switch on rear of truck at operator's station.
	Comply (Yes) (No) Will supply
4.6 -	A vertically mounted, single stage, stainless steel micro-strainer in a

	the debi	gal separator w ris tank. It shall of contamination	l be vertical m	rated between the exhauster and ounted to shall allow the nain airflow.
	Comply	(Yes)	(No)	Will supply
4.7 -	Vacuum maintaii	unloader valve high negative	es will be built pressure.	into the vacuum system to
	Comply	(Yes)	(No)	Will supply
4.8 -	A vacuu station.	m/pressure gau	ige shall be si	upplied at the operator's
	Comply	(Yes)	(No)	Will supply
4.9 -		igning connect shall be supplie	ion between ti ed.	he debris tank and the air-vac
	Comply	(Yes)	(No)	Will supply
		5.0 SUCT	TION INTAKE I	BOOM
5.1 -	heavy-d periodic Boom he	uty wire reinford rotation to pres	ced rubber ho vent prematur with costly m	rough a one (1) piece 8" extra se assembly that allows for e wear of the entire assembly. etallic elbows that cannot be
	Comply	(Yes)	(No)	Will supply
5.2 -	The boo	m shall rotate a	minimum of :	360 degrees by a gear drive.
	Comply	(Yes)\/	(No)	Will supply
5.3 -	A boom	coverage diagr	am shall be su	upplied with the bid.
	Comply	(Yes)	(No)	Will supply
5.4 -	Rotation portable	, extension, lift pendant contro	and air vac va ol from any loc	alve shall be controlled by a cation around the machine.
•	Comply	(Yes) <u>\</u>	(No)	Will supply
5.5 -	The boo	m shall extend to a height of 1	4 ft.6 inches to 9 ft.	o a minimum of 19 ft.6 inches

	Comply	(Yes)ŧ/_	(No)	Will supply	and the second desired the second of the sec
5.6 -	liquids a allowing tank filli maximu	are by design for maximung for the rea for the rea for the real of the single in the s	n, transferred im storage of ar towards the gravity load l	ure that when filling, debris I towards a rear discharge d I debris starting at front of d e discharge door creating, a petween the chassis front ar I and stability.	oor ebris
	Comply	(Yes)	(No)	Will supply	
5.7	The boon	n shall be ca	apable of liftin	g 1000 lbs.	
	Comply	(Yes) V	(No)	Will supply	
6.1 -	valve sh	itive displac all be suppl	ied. The valv	ster is supplied, an internal e shall pneumatically be op	
6.1 -	valve sh for great	itive displac all be suppl ter speed an	ement exhau lied. The valv ad located out	ster is supplied, an internal	
	valve sh for great Comply By closi all airflo	itive displaction all be suppleter speed and (Yes)  one the interion through the second seco	ement exhau ied. The valv nd located out (No) nal boom valv he vacuum tu	ster is supplied, an internal e shall pneumatically be op tside the debris tank.	erated tely stop
	valve sh for great Comply By closi all airflo instanta	itive displace all be suppleter speed and (Yes)  ng the interior with through the ineous 217 in the cous 217 in the couse 217 in the cous	ement exhaulied. The valved out ocated out ocated out ocated out of the value of water volum turn, of water volum turn.	ster is supplied, an internal e shall pneumatically be op tside the debris tank.  Will supply  ve, the operator will complet be allowing the user to buil	erated tely stop
6.2 -	Comply  By closicall airfloinstanta tank.  Comply  By quick	itive displace all be suppleter speed and (Yes) ing the interior through the ineous 217 in (Yes)	ement exhaulied. The valved out ocated out ocated out on the vacuum tun. of water volume (No) (No) the valve, an	ster is supplied, an internal e shall pneumatically be op tside the debris tank.  Will supply e, the operator will complet be allowing the user to buil lume vacuum within the del	erated tely stop d an oris

# 7.0 DEBRIS TANK FLUSH OUT SYSTEM

7.1 - A system of nozzles shall be installed in the debris tank. These nozzles will completely flush out the debris, and scour the top, sides, bottom, and the inside of the debris tank and rear door.

			/	
	Comply	(Yes)	(No)	Will supply
7. 2 -		zzle shall have		high-pressure nozzle heads. umber of orifices to clean the
	Comply	(Yes)	(No)	Will supply
7.3 -	by flexib damage assist in nozzles	le, heavy duty, normally asso the removal of shall be mount	wire reinforce ciated with ste f compacted of ed at the fron	from the top of the debris tank ed rubber hose to prevent eel pipe within a debris tank to lebris. Two (2) additional t debris tank wall at the bottom assist with cleaning of rear doo
	Comply	(Yes) V	(No)	Will supply
	A porta attached will inclu hydrauli and the	ble pendant co I to the unit and ude power rota ic boom moven air-vac internal ed via a 6 funct	ntrol with a quit operate all pation with an anent up and dispense home valve. Sion joystick n	AND INSTRUMENTS  wick disconnect shall be  nower functions of the boom. It  utomatic position lock,  nown, plus telescoping in/out,  The boom will also be  nounted at the rear operator's
	Comply	(Yes)	(No)	Will supply
8.2 -	raise an door wil	d lower the del	oris and water side of the u	e the debris tank door as well as r tanks, lock and unlock the rear nit, well forward to the dumping safety.
	Comply	(Yes)	(No)	Will supply
8.3 -				d controls shall be mounted at hose reel assembly.
	Comply	(Yes) V	(No)	Will supply
8.4 -	Chassis	tachometer :		

		. /		
	Comply	(Yes)	(No)	Will supply
8.5 -	Vacuum	gauge		
	Comply	(Yes)	(No)	Will supply
8.6 -	-	ressure gauge		
	Comply	(Yes)	(No)	Will supply
8.7 -				one at each control panel is tank hydraulic dump valve.
	Comply	(Yes)	(No)	Will supply
	aluminu with stai	m with a mirro inless steel /T'	r finish. It sha ' latches 1 stre	amond plate tread bright II be sealed and weatherized eet side, 1 curb side. Will supply
9.2 -	Tube sto	-	shall be provi	Will supplyded to accommodate an three intake tube.
	Comply	(Yes)	(No)	Will supply
9.3 -		during transp		to protect the unit from road vill have mud flaps connected to
	Comply	(Yes)	(No)	Will supply
9.4 - 3	STANDA	RD ITEMS TO E	BE INCLUDED	
Quan	tity	ltem		•
2 1 1 1 1	TI A P B	ervice Manuals ube Connector ir purge syster TO hour meter ack-up alarm, -way joystick c	Tool n – utilizing ch 12V electric	

1	, , , , , , , , , , , , , , , , , , ,
1	Traffic cone holder
1	
1	Access steps to top of debris tank
. 1	, retresent and our experience ap and marries aparts.
1	25' fill hose with storage basket
1	Hydrant wrench
1	Manhole cover hook
1	Manhole vacuum tube support, for 8" tubes
1	Boom up safety light & alarm
1	
1	
1	,
1	
1	Pint of touch-ựp paint (to match body color)
	Comply (Yes) (No) Will supply
	10.0 PAINT
<b>1</b>	10.1 - All exposed metal surfaces shall be professionally prepared for painting with the minimum acceptable being (1) one coat of high build epoxy primer and (2) Two coasts of Acrylic Enamel or equal paint to match chassis cab.
	11.0 LIGHTS
1	11.1 - The body shall include two stop and turn tail lights, two backup lights, and a license plate light, and all required clearance lights and reflectors. All DOT lighting to be LED type.
	Comply (Yes) (No) Will supply
1	11.2 - Four (4) amber strobes shall be supplied on unit. One (1) mounted on each top rear corner of debris tank and one (1) low-profile type shall be mounted on each chassis cab mirror.
	Comply (Yes) (No) Will supply
7	11.3 – Dual boom mounted LED work lights.
	Comply (Yes) (No) Will supply

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11.4 - Rear mounted LED arrow board	<i>l</i> .
Comply (Yes) (No)	Will supply
11.5 – 20' retractable spotlight shall be	e mounted at side control station.
Comply (Yes) (No)	Will supply
11.6 – Control panel light shall be incl	uded.
Comply (Yes) (No)	Will supply
11.7 – Three (3) LED flood lights shall mounted on rear of unit, two (2) moun	be provided on unit. One (1) ted at side work station.
Comply (Yes) (No)	Will supply
12.0 WA	RRANTY
12.1 - Bidder must indicate warranty of twelve months parts and labor coverage on specific items mus	Any special extended warranty
Comply (Yes) (No)	Will supply

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Description	Comply
·	(ves) (no)
2016 7400 SBA 6X4 (SF625)  APPLICATION: Sewer Vac	(ves) (no)
MISSION: Requested GVWR: 56000, Calc. GVWR: 58350	(no)
Calc. Start / Grade Ability: 22.41% / 1.87% @ 55 MPH	(ves) (no)
Calc. Geared Speed: 67.4 MPH	(yes) (no)
DIMENSION: Wheelbase: 224.00, CA: 156.90, Axle to Frame: 96.00 ENGINE, DIESEL: {Cummins iSL9 330} EPA 2010, 330 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max) TRANSMISSION, AUTOMATIC: {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW& GCW Max.	(ves) (no) (ves) (no) (ves) (no)
CLUTCH: Omit Item (Clutch & Control)  AXLE, FRONT NON-DRIVING: {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb  Capacity  AXLE, REAR, TANDEM: {Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel	(Ves) (no)
Ends Gear Ratio: 6.14	(no) (no)
CAB: Conventional TIRE, FRONT: (2) 11R22.5 Load Range G ECO PLUS HS3 (CONTINENTAL), 495 rev/mile, 75	(ves) (no)
MPH, All-Position	(ro) (no)
TIRE, REAR: (8) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive (SUSPENSION, REAR, TANDEM: {Chalmers 854-46H-HS} Walking Beam Type, Rubber Spring, 54" Axle Spacing; 46,000-lb Capacity, With High Stability (HS) Restrictor Cans and (8) Torque Rods Less Shocks	(yes) (no)
PAINT: Cab schematic 209GN	(yes) (no)
Location 1: 3016, Orange (Custom)	(no)
Location 2: 0667, Blue (Custom)	(yes) (no)
Chassis schematic N/A Base Chassis, Model 7400 SBA 6X4 with 224.00 Wheelbase, 156.90 CA, and 96.00 Axle to Frame.	(ves) (no) (ves) (no)
TOW HOOK, FRONT (2) Frame Mounted FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	(no) (no) (no)
BUMPER, FRONT Steel, Swept Back	(no)
: BUMPER, FRONT Powder Coated Gray (Argent) Color	(ves) (no)
WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)  AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb  Capacity	(no)
SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 14,000-lb Capacity; With Shock Absorbers, for Reduced Deflection Vocational Use	(/es) (no)
: SPRING PINS Rubber Bushings, Maintenance-Free	(ves) (no)
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	(ves) (no)
: BRAKE LINES Color and Size Coded Nylon	(no)
: DRAIN VALVE Twist-Type	(ves) (no)
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster	(ves) (no)
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel	(no)
: PARKING BRAKE VALVE For Truck	(ro)
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4	(no)
: SLACK ADJUSTERS, FRONT Automatic	(no)
: SŁACK ADJUSTERS, REAR Automatic	Wes (no)

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: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	(Ves) (no)
BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqln Long Stroke Brake Chambers	(Ves) (no)
	(yes) (no)
DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank : DRAIN VALVE Mounted in Wet Tank	
AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	(ves) (no)
AIR DRYER (Bendix AD-9) With Heater	(yes) (no)
: AIR DRYER LOCATION Inside Left Rail, Back of Cab	(ves) (no)
BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Spring Brake	(yes) (no)
BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 Sqln	Wes (no)
SLACK ADJUSTERS, FRONT {Haldex} Automatic	(no)
SLACK ADJUSTERS, REAR {Haldex} Automatic BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	(ves) (no)
AIR COMPRESSOR {Cummins} 18.7 CFM Capacity BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	(ves) (no) (ves) (no)
STEERING COLUMN Tilting	(yes) (no)
STEERING WHEEL 2-Spoke, 18" Dia., Black	(yes) (no)
STEERING GEAR (Sheppard M100) Power	((yes) (no)
EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	(yes) (no)
AFTERTREATMENT with Special Temperature Control, for Stationary Applications	(Ves) (no)
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	(yes) (no)
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	((yès) (no)
: FUSES, ELECTRICAL SAE Blade-Type	(Ves) (no)
: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover	(ves) (no)
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	(ves) (no)
: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels	(Ves) (no)
: JUMP START STUD Located on Positive Terminal of Outermost Battery	(ves) (no)
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	(no)
: STARTER SWITCH Electric, Key Operated	(ves) (no)
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	(ves) (no)
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set	Wes (no)
Delays), Integral with Turn Signal Lever	(no)
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	(yes) (no)
: WIRING, CHASSIS Color Coded and Continuously Numbered	(res) (no)
POWER SOURCE Cigar Type Receptacle without Plug and Cord ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	(yes) (no)
BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	(yes) (no)
BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0 of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	(ves) (no)
RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	(Yes) (no)

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BACK-UP ALARM Electric, 102 dBA SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, With Maximum of 20 amp Load With Switches In Instrument Panel HORN, ELECTRIC Disc Style BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab HORN, AIR Black, Single Trumpet, Air Solenoid Operated (no) SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection INDICATOR, LOW COOLANT LEVEL With Audible Alarm (no) CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender ès்) (no) INSULATION, UNDER HOOD for Sound Abatement (no) (no) GRILLE Stationary, Chrome ves) (no) INSULATION, SPLASH PANELS for Sound Abatement FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions Ves) (no) PAINT SCHEMATIC, PT-1 Two Tone, Design 209. yes) (no) PAINT TYPE Base Coat/Clear Coat, 1-2 Tone (no) ves) (no) PAINT CLASS Single Custom Color (yes) (no) CLUTCH Omit Item (Clutch & Control) ANTI-FREEZE Red, Extended Life Coolant: To -40 Degrees F/ -40 Degrees C. Freeze Protection ves) (no) BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/ISL Engines (no) ENGINE, DIESEL (Cummins ISL9 330) EPA 2010, 330 HP @ 2000 RPM, 1000 lb-ft Torque @ ve₃) (no) 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max) FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed With Residual Torque Devicefor Disengaged Fan Speed (no) : FAN Nylon (no) FEDERAL EMISSIONS (Cummins ISL9) EPA, OBD and GHG Certified for Calendar Year 2016 (no) RADIATOR Cross Flow, Series System; 1228 Sqln Aluminum Radiator Core and 1167 Sqln Charge Air Cooler : DEAERATION SYSTEM with Surge Tank (no) : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose (no) : RADIATOR HOSES Premium, Rubber (no) AIR CLEANER Dual Element (no) : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted (no) THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB or ISL Engines TRANSMISSION, AUTOMATIC (Allison 3000\_RDS\_P) 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision.

Less Retarder, With 80,000-lb GVW & GCW Max.

OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil Type

TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary TRANSMISSION OIL Synthetic; 29 thru 42 Pints (yes) (no) ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac (yes) (no) PTO LOCATION Left Side of Transmission (no) AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction 46,000-ib Capacity, 200 Wheel Ends . Gear Ratio: 6.14 (ves) (no) : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light ves) (no) : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle (yes) (no) SUSPENSION, REAR, TANDEM (Chalmers 854-46H-HS) Walking Beam Type, Rubber Spring, 54" Axle Spacing; 46,000-lb Capacity, With High Stability (HS) Restrictor Cans and (8) Torque Rods Less Shocks (ves) (no) : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone (no) LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 41" Back of Cab (yes) (no) FUEL/WATER SEPARATOR {Racor 400 Series,} 12 Volt Pre-Heater, with Primer Pump, and WIF Sensor FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab √es) (no) FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module (Îs) (no) DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab ves))(no) CAB Conventional (yes) (no) : ARM REST (2) Molded Plastic; One Each Door (ves) (no) : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window (yes) (no) : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel (yes) (no) : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted yeş) (no) : GLASS, ALL WINDOWS Tinted 68) (no) : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side <del>/es</del>) (no) : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side (no) : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color (no) : STEP (4) Two Steps Per Door (es))(no) GAUGE CLUSTER English With English Electronic Speedometer Øes) (no) : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level (no) : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout (no) : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) (no)GAUGE, OIL TEMP, AUTO TRANS, for Allison Transmission (no) IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster (no) (no) SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust : SEAT BELT 3-Point, Lap and Shoulder Belt Type (no) SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type,

7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	Was Inal
AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster	(ves) (no) (ves) (no)
: HEATER HOSES Premium	(yes) (no)
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps	(ves) (no)
: REFRIGERANT Hydrofluorocarbon HFC-134A	(ves) (no)
INSTRUMENT PANEL Center Section, Flat Panel	()
HVAC FRESH AIR FILTER	(ves) (no)
STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	((yes) (no) (yés) (no)
CAB INTERIOR TRIM Deluxe	(vés) (no) (vés) (no)
: "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket	(Ves) (no)
: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors	(Nes) (no)
: FLOOR COVERING Rubber, Black	(no)
: HEADLINER Soft Padded Cloth	(yes) (no)
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section	(no)
: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door	(ves) (no)
: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	(ves) (no)
CAB REAR SUSPENSION Air Bag Type WHEELS, FRONT {Accuride 50408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs WHEELS, REAR {Accuride 50408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	(ves) (no)
(8) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive (2) TIRE, FRONT 11R22.5 Load Range G ECO PLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position	(Ves) (no)
Cab schematic 209GN	(yes) (no)
Location 1: 3016, Orange (Custom)	(yes) (no)
Location 2: 0667, Blue (Custom)	(yes) (no)
Chassis schematic N/A	(ves) (no)
Services Section:	(VES) (no)
WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins ISI. Engine Coverges, Protestion Plant of the Plant	(no) (ves) (no)
SRV CONTRACT, EXT CMMS AFTR (Cummins) To 60 Month/400 000 Miles (400 000 Miles)	(no)
Coverage. For Use when Protection Plan 1 of Equal or Greater Duration is Purchased (Truck Application Only)	(no)
SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 60-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission	(ves) (no) (ves) (no)
Allison Extended Transmission Coverage 60-month/unlimited mileage	(ves) (no)
One spare wheel and tire	(no)
Five sets of ignition and door keys	(Ves) (no)
	(yes) (no)



# STANDARD LIMITED PRODUCT WARRANTY

Hi-Vac Corporation hereinafter called the Company, warrants for a period of twelve (12) months from the date this product is accepted by the purchaser, that all design and material of its own manufacture shall be free from defects. The company agrees to repair or replace, at its sole discretion, such defects to assure the product performs according to its published specifications at time of manufacture.

This warranty will not cover any part or service subject to normal wear or adjustment as described in the Operator's Manual supplied with the product. This warranty will not cover failure caused by purchaser's failure to perform normal maintenance by abuse, or by purchaser's use of product for purposes not intended by design. Alterations or modifications to product without the express written permission of the Company may void this warranty. Use of replacement parts not supplied by the Company may void this warranty. All parts supplied under the provisions of this warranty are F.O.B. Marietta, Ohio.

This warranty shall be the only warranty in effect, and no one shall have the authority to supersede or modify its provisions except in writing by the Company, or as provided in these terms.

# WARRANTY EXTENSIONS

The Company may wish to offer an extension to this warranty, at a price it may determine and publish. This extension will act to increase the period over which these terms may apply, but will not modify any of the terms except as may be expressly stated in writing by the Company.

## MAJOR COMPONENT WARRANTY

Components provided as part of this product, but those which are not manufactured by the Company, shall have whatever warranty and terms as are offered by the original manufacturer and shall not be covered by these provisions except where specifically stated. These warranties shall be provided upon request. The Company shall make good faith efforts on behalf of the purchaser to enforce any applicable warranty offered by its vendors.

# SPECIAL WATER TANK WARRANTY

The Company warrants its water tanks to be free from leaks, and agrees to cover repairs or replacements of defective tanks according to the following schedule:

# **POLYGRAPHITE TANKS**

A LIFETIME warranty on all polygraphite water tanks. The company guarantees for the lifetime of the tanks against failure from corrosion, cracking, or leaking, not due to damage or abuse.

# **DEBRIS TANKS**

A LIFETIME warranty The company guarantees for the lifetime of the debris tank against failure from corrosion, cracking, or leaking, not due to damage or abuse, provided terms of inspection as outlined in Operator's Manual are met.

## WATER PUMP

A FIVE YEAR warranty. The company guarantees for 5 YEARS the WATER PUMP against failure, not due to damage or abuse, provided terms of inspection as outlined in Pump Manufactures Operator's Manual are met.



## **DESIGN MODIFICATIONS**

The Company reserves the right to make modifications to its design and specifications which shall in no way infer that previous designs and specifications are not fit for their originally intended purpose, and shall in no way obligate the Company to perform such modifications to products manufectured before these changes were adopted.

## WARRANTY INITIATION

The warranty shall begin at the date the product is accepted by the purchaser which shall be documented by the "Delivery Check List" included in the operating manual for the machine, properly filled out by the delivering dealer, and signed by the purchaser. If this form is not returned to Hi-Vac, the warranty shall begin in 30 days after shipment from the factory.

Any product which has been used as a demonstration unit will, upon sale to the purchaser, have the full warranty as provided for in these terms, subject to the conditions as stated herein. The Company must be notified by the delivering dealer in the same way as any newly manufactured machine.

# LIMITATIONS / EXCLUSIONS TO WARRANTY

The company shall not be held liable, under the terms of this warranty, for any losses, damages or expense charges incurred by purchaser, or its agents, representatives or employees, as a result of any failure of the product to perform. Other than those expressly stated herein, there are no other warranties of any kind, express or implied, and specifically excluded but not by way of limitation, are the implied warranties of fitness for a particular purpose and merchantability.

The following are specifically, though not exclusively, precluded from the terms of this warranty except as already stated:

Exhauster/vacuum pump High pressure water hose Hydraulic pumps, motors and valves Electrical components Batteries

Drive belts Truck chassis Power Take-Off Suction hoses and tubes Axles, tires

## **CLAIMS PROCEDURE**

Warranty claims against the Company shall be made by the delivering dealer in accordance with the terms set forth in the "Warranty Request Claim" policy statement as set forth at the latest

All parts are supplied F.O.B. by the factory in Marietta, Ohio, No freight allowances are made. No fravel time allowances are made. The purchaser shall agree to these terms by virtue of acceptance of the machine or purchased part. Warranty is no transferable from original owner.

## REPLACEMENT PART WARRANTY

Parts replaced during the warranty period will be warranted only during the term of the original warranty. No extension of warranty is made by installation of the new part.

Replacement parts purchased after the warranty period will carry a thirty (30) day warranty against defects in material or workmanship, or whatever warranty shall be offered and be enforceable upon the original manufacturer, whichever is longer. Labor costs incurred to replace defective parts are specifically excluded from this warranty.

The purchaser shall be responsible for payment of the replacement part until such time as the original manufacturer shall offer warranty replacement to the Company, at which time credit will be issued to the purchaser. All such defective parts must be returned to the factory, freight prepaid, for evaluation and determination of warranty by the original manufacturer. Requests for return will be made at the discretion of the Company. No part shall have been previously disassembled or tampered with in any way so as to void the manufacturer's warranty.

The Company's sole responsibility under these terms shall be the timely return of the defective part to the original manufacturer for warranty consideration, and for such reasonable follow-up action as may be necessary to expedite the claim. The original manufacturer's decision shall be final and binding on both purchaser and the Company.



# LIMITED WARRANTY FOR MODELS

# WORKSTAR® SERIES, 7300/7400 (4x2, 6x4, 4x4, 6x6)

\*Effective with vehicles built January 02, 2015 or later

# BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

on the Component Coverages below. Exceptions are listed below:		
BASICATHIGLE COVERAGE	Months	Miles/Km
Basic Vehicle Warranty (Feature Code 40010) (See exceptions listed below)	12	Unlimited
Basic Vehicle Warranty (WorkStar Only-Feature 40013)	12	Unlimited
Towing (Vehicles with MaxxForce®7 engine failures only)	24	Unlimited
Towing (Vehicles with MaxxForce®9 engine failures only)	24	250/400
Towing (Vehicles with Navistar® N 9 engine failures only)	24	250/400
Towing (Vehicles with MaxxForce®10 engine failures only)	24	250/400
Towing (Vehicles with Navistar® N 10 engine failures only)	24	250/400
lowing (Vehicles with MaxxForce®DT standard torque engine failures only)	24	Unlimited
Towing (Veincles with Maxx+once*D1 figh torque engine failures only)	24	250/400
(See exceptions listed below)		
Note: Items not listed in warranty exceptions follow base warranty.		
		生である。
CHASSIS COVERAGE	Months	Miles/Km (000)
Frame side rails	84	Unlimited
Cab/cowl structure	09	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
ENGINEICOVERAGE	Months	Miles/Km
Non-Rescue Applications		
MaxxForce® 7 Engine	24	Unlimited
MaxxForce® 9 Engine	24	250/400
Navistar® N 9 Engine	24	250/400
MaxxForce® 10 Engine	24	250/400
Navistar® N 10 Engine	24	250/400
MaxxForce® DT Engine Standard Torque	24	Unlimited
Maxxi orce® DT Engine High Torque	24	250/400
Rescue Application Only (Fire Truck, Ambulance, Emergency)	- AV	
MaxxForce® 7 Engine	09	100/160
MaxxForce® 9 Engine	09	100/160
Navistar® N 9 Engine	09	100/160
MaxxForce* 10 Engine	09	100/160
Navistar® N 10 Engine	09	100/160
MaxxForce® DT Engine Standard Torque	09	100/160
MaxxForce® DT Engine High Torque	00	100/160
-DRIVETRAIN GOVERAGE	Months	Miles/Km
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Eaton/Fuller 6206/6306 Transmission	Meritor Axles		MISCELLANEOUS GOVERAGE.	Raffathec		Brightwork, Chassis Paint and Corrosion (other than Cab)	Hood/Cab Paint	TIPST 90 DAVSTROM BENIXTERS TO THE

Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless coverage is stated above).

Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).

# Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components fuel pump, high pressure pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, afternator, starter, etc.), and externally mounted electrical and filtration systems.

# WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

# Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
  - Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

# Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

# Other

- Vehicles sold and/or operated outside the United States and Canada
- Vehicles/components that have had unauthorized alterations or modifications
  - Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
  - · Replacement of defective parts with parts other than those provided by Navistar, Inc

Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission

Unlimited

# BESHUN

# OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (166,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

# DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

# RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

	Postal Code			
. Date	State/Prov	Vehicle Identification Number	łunber	Odometer Reading at Delivery
	City	Vehicle Identif	Engine Serial Number	Odometer Reac
Customer Signature	Owner's Address	Truck Model	Engine Number	Date Delivered to User (DTU)

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2016

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

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

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Wi.	lliams	and Stazzone Insu	rance			PHONE	o, Ext): (800)	868-1235	FAX (A/C, No):	(321) 8	368-2003
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# FORMAL BID RECOMMENDATION

BID NUMBER 07051-10276-133 OPEN October 27, 2016

TITLE: Catch Basin Cleaner DATE: October 27, 2016 TO: BUYER – Anette Sullivan

\_\_\_\_\_FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Date: October 27, 2016		Bid Results
To: Supervisor From: Buyer Anette Sullivan	Item	Bidder
		Recommend that an award should be mad
List of recommended awards in accordance with the attached summary is shown in column at right. The		to Syosset Truck Sales as the lowest
reason for award to other than low bidder is indicated		responsible bidder meeting specifications
on the reverse side of this page.		and bid terms.
Jozephan -		
Buyer		
Date:		
	<del></del>	
To: Director From: Supervisor		
Concur , Disagree (See Reverse)		
Date:	· · · · · · · · · · · · · · · · · · ·	
To: Buyer From: Director		
Approved for Award		
Hold award pending discussion		
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Director Mose	WX	an.
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Nassau County

B37-16

Department of <u>PUBLIC WORKS</u>

# **Staff Summary**

Subject
REQUIREMENTS CONTRACT FOR VARIOUS PARKS ATHLETIC
FIELD AND PLAY SURFACES AND GENERAL CONSTRUCTION
Department
Public Works
Department Head Name
SHILA SHAH-GAVNOUDIAS
Department Head Signature
May 194
Project Manager Name: Brian Schneider
Phone Number: <b>571-9610</b>

Vendor Name:		
Louis Barbato La	ndscaping, Inc.	
Contract Number		
B41869-02G		
Personal Services	Blanket Res	Calendar
Bid √ Rules Com	ım	
Contract Manager N	ame: Anthony Barba	ito
Phone Number: (63	1)285-6767	

	Prop	osed Le	gislative Act	ion	-
	To	Date	Approval		Other
	Assgn Comm	1	<u> </u>		
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	Interna	l Approvals	
Date & Init.	Approval	Date & Init.	Approval
RZg/rd	Dept. Head		Counsel to C.E.
myRizing	Budget		County Atty.
14/2/6 3	Deputy C.E.		County Exec.

Narrative Purpose:

THE DEPARTMENT OF PUBLIC WORKS AND PARKS, RECREATION AND MUSEUMS REQUIRES A MECHANISM TO MAKE EMERGENCY AND NON-EMERGENCY REPAIRS AND RENOVATIONS AT VARIOUS COUNTY PARK FACILITIES INCLUDING ATHLETIC FIELDS, PLAYGROUNDS, RECREATION AREAS AS NEEDED.

Procurement History, if applicable:

Bid documents were publicized and made available to contractors for a period of three (3) weeks. Opening of the bids took place on September 6, 2016. Four (4) Firms participated in the bid. The bid submitted by Louis Barbato Landscaping, Inc., was determined to be the lowest responsible bidder based on a review by Departmental personnel.

Procurement:

This contract was publically bid in accordance with General Municipal Law 103.

**General Provisions:** 

This is a single prime contract with a two year duration, with payments based on time and material plus the contractor's mark-up of 13.5% on labor and 26.5% on material.

Impact on Funding/Price analysis:

Funding for this contract will come from multiple sources. The contract will include a contract cap of two million dollars (\$2,000,000.00).

Recommendation:

Approve as submitted. 77 : 1 CJ 23 9101

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# Nassau County Interim Finance Authority

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

LOUIS BARBATO LANDSCAPING, INC.
2. Dollar amount requiring NIFA approval: \$ \$2,000,000
Amount to be encumbered: \$ \$0.01
This is a New Contract Advisement Amendment
f 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: 730 DAYS
Has work or services on this contract commenced? Yes Yo
If yes, please explain:
4. Funding Source:
General Fund (GEN) Capital Improvement Fund (CAP) Other Grant Fund (GRT) Federal % State % County %
s the cash available for the full amount of the contract?  Yes  No  If not, will it require a future borrowing?  Yes  No
Has the County Legislature approved the borrowing?  Yes  No  N/A  Has NIFA approved the borrowing for this contract?  Yes  NO  N/A
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
The Department of Public Works and the Department of Parks, Recreation and Museums requires a mechanism to construct improvements to athletic fields, recreation and play areas. This Requirements contract will allow for repair of existing facilities and construction of new recreation components as required.
5. Has the item requested herein followed all proper procedures and thereby approved by the:
Nassau County Attorney as to form Yes No N/A Nassau County Committee and/or Legislature Yes No N/A
Date of approval(s) and citation to the resolution where approval for this item was provided:
Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months
HONE

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## AUTHORIZATION

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

Paseam	Sall	11/29/16
Signature	Title	Date /
Print Name		
	COMPTROLLER'S	S OFFICE
To the best of my know conformance with the I Multi-Year Financial Pl	Nassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumbe	ered pending NIFA approval of this contract.
<del></del>	onding for this contract has been app	roved by NIFA. ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d by NIFA:	
Signature	Title	Date
Print Name		

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.

George Maragos Comptroller



# OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: Louis Barbato Landscaping, Inc

CONTRACTOR ADDRESS: 1600 Railroad Avenue, Holbrook, New York 11741
FEDERAL TAX ID #: 11-3391608
Instructions: Please check the appropriate box ("\overline{\Omega}") after one of the following roman numerals, and provide all the requested information.
I. X The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on August 10, 2016. The sealed bids were publicly opened on September 6, 2016. Four (4) sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via
email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III.   This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on  [date]. This is a
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V.   — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII.   This is a public works contract for the provision of architectural, engineering
or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.  VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. X Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.  X. Vendor will not require any sub-contractors.
<u>In addition</u> , if this is a contract with an individual or with an entity that has only one or two employees: □ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Head Signature
<u> </u>

**D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

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# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	cers of the vendor provided campaign contributions a Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County troller, the District Attorney, or any County Legislator?
No.	
With the part of the second se	
Manufacture Manufa	
Vendor authorized as a signatory of the interpretation.  The undersigned affirms and so swears to statements and they are, to his/her know.  The undersigned further certifies and affirms are signed further certifies and affirms.	irms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental
	Vendor: Louis Barbato Landscaping Inc
Dated: 9/7/16	Signed: Onthony Berberts
	Print Name: Anthony Barbato
	Title: President

# Exhibit B



## COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
TWO IC
Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

		:

Page 2 of 4
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify
client(s) for each activity listed. See page 4 for a complete description of lobbying activities.
None
The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
Nome
None

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

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

to the campaign committees of any ocampaign committees of any candidathe County Executive, the County Cl	of the following Nass tes for any of the fol erk, the Comptroller	d ending on the date of this disclosure, au County elected officials or to the lowing Nassau County elected offices: , the District Attorney, or any County
Legislator? If yes, to what campaign No.		
I understand that copies of t Information Technology ("IT") to be		nt to the Nassau County Department of y's website.
I also understand that upon give written notice to the County Att		ner, employment or designation I must 30) days of termination.
VERIFICATION: The undersigned a the foregoing statements and they are		that he/she has read and understood ge, true and accurate.
The undersigned further certifies and listed above were made freely and wibenefit or in exchange for any benefi	thout duress, threat o	ribution(s) to the campaign committees or any promise of a governmental
Dated: 9 26 16	Signed:	Gretes Bubits
	Print Name:	Anthony Barbato - President
	Title.	

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

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

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#### 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 + Harnony Barrato
	Date of birth
	Flome address
	Clty/state/zip
	Business address 1600 (autood he
	City/state/zip Halbicole Ny 11741
	Telephone <u> </u>
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President 7 / 14 / 97 Treasurer /
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer / / Secretary / /
	Chief Financial Officer// Partner//
	Vice President / / / / / / / / / / / / / / / / / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO if Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES <a href="NO">NO</a> ; If Yes, provide details. President of Barbarb Nukery Corp Thylan - present

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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						
NOTE: An affirmative answer is required below whether the sanction arose automatically, by speration 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 see appropriate page and attach it to the questionnaire.						
In the organ	past (5) years, have you and/or any affillated businesses or not-for-profit Izations listed in Section 5 in which you have been a principal owner or officer:					
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO _¥ If Yes, provide details for each such instance.					
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 details for each such instance.					
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? YESNO					
d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO 🕱 If Yes, provide details for each such instance.					
the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen sow the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)					
a)	Is there any felony charge pending against you? YES NOY If Yes, provide details for each such charge.					
b)	Is there any misdemeanor charge pending against you? YESNO _y If Yes, provide details for each such charge.					
c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.					
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? YESNO _\frac{1}{2} If Yes, provide details for each such conviction.					
	lf Yes  OTE: Ar  Deration  rovide a e appro  In the organ  a. b.  c.  d.  Have a bankru the pa bankru any su initiate questic attach  a)  b)					

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	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO If Yes; provide details for each such ligation.
11	respor	past 5 years, have you or this business, or any other affiliated business listed in nse to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; le details for each such instance.
12	annlic	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

#### 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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this and day of September 2016

Manu Surgutum
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01816011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Louis Barbato Landscaping Inc.
Name of submitting business

Hythony Poaub

Signatura

President

Title

9/2/11

Date

#### 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 Debya (Savhato
	Date of birth
	Home address
	City/state/zip
	Business address 1600 Nautroad Ave
	City/state/zip Holbrook ny 11741
	Telephone 63 v 295 - 6760
	Other present address(es)
	Glty/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President// Treasurer/ 14 / 19 9.7  Chairman of Board// Shareholder/_/  Chief Exec. Officer/_/ Secretary/ 14 / 19 9.7  Chief Financial Officer/_/ Partner/_/  Vice President// (Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO if Yes, provide details.
<b>4</b> ,	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details. Scaretony /Treasurer - Barbaro Namery Corp 7/14/97 present

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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\_\_ 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 YES \_\_\_\_\_ NO \_ If Yes, provide details for each such instance. 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 details for each 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 <u>X</u> If Yes, provide details for each such instance. 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 <u>w</u> If Yes, provide 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO \_y If Yes, provide details for each such charge. c) Is there any administrative charge pending against you? YES \_\_\_\_ NO \_\_\_ If Yes, provide details for each such charge. 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

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details for each such conviction.

of which related to the conduct of business? YES NO 2 If Yes, provide

	e)	In the past 5 years,	have you been convid	sted, after tri	al or by plea, of a	
	_,	misdemeanor? YES _ NO	If Yes, provide detail	s for each su	uch conviction.	
	f)	in the past 5 years, statutory charges?	have you been found YES NO	in violation if Yes, prov	of any administrative of the details for each su	
ye inv su fo re	ars, vesti ibjec r, or ispoi	have you been the ligation by any federa of an investigation on behalf of the subnse to Question 5?	al, state or local prose where such investiga milting business entit YESNO	cuting or inv tion was rela y and/or an If Yes, provi	vious questions, in the and/or a civil anti-trust estigative agency and ated to activities perfor affiliated business listed details for each su	rmed at, ed in ich
10. In lis a ir p	ade sted nti-ti nclue rinci	dition to the information response to Querust investigation and ing but not limited to the conficer of the con	d/or any other type of o federal, state, and lo	investigation ocal regulato If Yes; pro	as any business or or nal investigation and/on to by any government a ry agencies while you wide details for each s	agency, were a such
ŗ	espo proc	onse to Question of eedings with respec- ide details for each t	t to any professional l' such instance.	icense held?	affiliated business lissuit of judicial or admir	if Yes;
12.	For tapple	the past 5 tax years, icable federal, state ater and sewer char	have you falled to file	any require r assessed o If Yes	d tax returns or failed charges, including but , provide details for ea	to pay any not limited ach such
	yea					

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#### CERTIFICATION

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the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25 day of October 2016

Notary Public Statem

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Louis Barbato Landscaping Inc.

Debra Barbato

72.

Signature

Secretary/Treasurer

10 / 25 / 16

#### 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: 92116
1) Proposer's Legal Name: Louis Barbato Landscaping Inc.
2) Address of Place of Business: 1600 Radroad Are, Holbrook Ny 1741
List all other business addresses used within last five years:
3) Mailing Address (if different):
Phone: 631-295-6161
Does the business own or rent its facilities?
4) Dun and Bradstreet number: 136891293
5) Federal I.D. Number: 11-3391609
6) The proposer is a (check one): Sole Proprletorship Partnership Corporation Other (Describe)
7) Does this business share office space, staff, or equipment expenses with any other business?  Yes V No If Yes, please provide details: Office space shand with Barbara Nursey Corp
Does this business control one or more other businesses? Yes No If Yes, please provide details;

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes <a href="#">V No</a> If Yes, provide details. Covurnon owners with Balketo Numery Cop.
10)	Has the proposer ever had a bond or surety cancelled or forfelted, or a contract with Nassau County or any other government entity terminated? Yes No _< _ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract)
11)	Has the proposer, during the past seven years, been declared bankrupt? Yes No <a href="#">No <a href="#"></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a>
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business,  Yes No _ < If Yes, provide details for each such investigation
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
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No & If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No <u>×</u> If Yes, provide details for each such charge
	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

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		· ·

If Yes, provide details for each such conviction					
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No <u>×</u> If Yes, provide details for each such conviction				
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _\imp if Yes, provide details for each such occurrence.				
business h	(5) years, has this business or any of its owners or officers, or any other affiliated and any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _ If Yes, provide details for instance</td				
pay any ap limited to v	st (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _< _ If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire				
Provide a deta photocopy the	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.				
17) Conflict of a) conf	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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 Luck				
	(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.				
	(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.				
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.  Follow Standard probrat and procedure.				

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.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- li) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- vili) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Neterences Enclused	
Contact Person	
Address	
City/State	
Telephone	
Fax#	:
E-Mall Address	

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Company	4/45-7/4/4/4
Contact Person	
Address	
City/State	
Telephone	
Fax #	
E-Mail Address	
Company	
Company	
Company Contact Person	
Company  Contact Person  Address  City/State	
Company  Contact Person  Address  City/State  Telephone	

#### CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR CONNECTION WITH THIS QUESTIONNAIRE MAY RE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUB FALSE STATEMENT TO CRIMINAL CHARGES.	SULT IN RENDERING THE WITH RESPECT TO THE PRESENT
I, Anthony Cawado, being duly sworn, sethe items contained in the foregoing pages of this questi attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Coircumstances occurring after the submission of this question that all information supplied by me is to information and belief. I understand that the County will questionnaire as additional inducement to enter into a coentity.	connaire and the following pages of o each item therein to the best of my ounty in writing of any change in estionnaire and before the execution of rue to the best of my knowledge, rely on the information supplied in this
Sworn to before me this and day of September	20 <u>ll</u> o
Notary Public S	KELLY ANNE SINGLETON NOTARY PUBLIC-STATE OF NEW YORK No. 01816011547 Qualified in Suffolk County My Commission Expires August 10, 2018
Name of submitting business: LDUIS Barbarto	landscaping Inc.
By: Anthony Baubato  Methory Baubato  Signature	
President	
LIUS	

#### LOUIS BARBATO LANDSCAPING, INC.

1600 Rallroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

#### **QUALIFICATION STATEMENT**

- 2. President: Anthony Barbato,
- Organization has been in business for 56 years under present business name and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor or the State of New Jersey.
- 4. Organization has 56 years experience as a Landscape Contractor.
- 5. Organization has never failed to complete work awarded to it.
- 6. Organization has never defaulted on a contract.

1. Corporation: State of New York, July 14, 1997.

Scoretary/Treasurer: Debra Barbato,

- 7. No officer of this organization has ever failed to complete a construction contract handled in his own name.
- 8. General character of work performed by Louis Barbato Landscaping: Landscape Construction, Tree Planting, Play Ground and Park Rehabilitation and Bloacher Installation.
- Construction experience of principal individual(s) of organization:
   Anthony Barbato, President 33 years as Landscape Contractor 100% Capacity
- 10. Equipment Statement upon request.
- 11. Bank Reference: JP Chase Morgan Bank

VP Rolationship Manager: Christine Flynn 631-755-5226

- 12. Financial Statement available upon request.
- 13, EIN No. 11-3391608 Duns No. 130896293

onetry Bubuta

On this 2nd day of left, 2016 before me came Anthony Barbato to me known, who being by me duly sworn did depose and say that he is President of Louis Barbato Landscaping, Inc. the corporation described in and which executed the above statement.

Notary Public, County of Suffolk, New York

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
NO 01816011547
Gualitied in Suffolk County
The Commission Expires August 10, 7019

		*

# Louis Barbato Landscaping Inc.

1600 Railroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

#### PARK/PLAYGROUND REFERENCES

City of Hoboken\*\*
94 Washington Street
Hoboken, NJ 07030
Joseph Pomante, P.E., Boswell Engineering 201-641-0770

Township of Edison 100 Municipal Blvd Edison, NJ 08817 Jeff Roderman (732) 248-7242

Borough of Little Silver 480 Prospect Avenue Little Silver, NJ 07739 Gregory Blash, P.E., Leon S Avakian Inc. (732) 922-9229

Town of Oyster Bay\*\*
Dept of Parks & Recreation
977 Hicksville Road
Massapequa, New York 11758
Commissioner Richard Betz (516) 797-4142

Town of Hempstead\*\*
Dept of Parks & Recreation
200 North Franklin Street
Hempstead, NY 11550
Clem Grieco (516) 292-9000 ext.260

Inc Village of Garden City\*\*
351 Stewart Avenue
Garden City, NY 11530
Christopher Markin (516) 465-4008

Village of North Hills\*\* One Shelter Rock Road Roslyn, NY 11576 Donald Alberto (516) 627-3690

Great Neck Park District 65 Arrandale Avenue Great Neck, NY 11023 Peter Renick (516) 487-7665

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	·	,

Oceanside Union Free School District 145 Merle Avenue Oceanside, NY 11572 John A. Grillo, Architect (631) 476-2161

Village of Freeport\*\*
Dept of Public Works
46 North Ocean Avenue
Freeport, NY 11520
Robert Fisenne (516)377-2233

County of Nassau Dept of Parks & Recreation 240 Old Country Road Mineola, NY 11501 Frank Montefort (516)571-3954

Bethpage Union Free School District\*\* 10 Cherry Avenue Bethpage, NY 11714 John A. Grillo, Architect (631) 476-2161

Massapequa Union Free School District 4925 Merrick Road Massapequa, NY 11758 Patrick Mehr 516-797-6190

Three Village Central School District 200 Nicholls Road Stony Brook, NY 11790 John A. Grillo, Architect (631) 476-2161

Town of Babylon\*\*
200 E Sunrise Highway
Lindenhurst, NY 11757
Frank Bachety (631) 893-2100

Island Trees Union Free School District 74 Farmedge Road Levittown, NY 11756 Michelle Cranz, Architect (631) 756-8000

Great Neck Public Schools\*\* 345 Lakeville Road Great Neck, NY 11020 Alfredo Cavallaro, Dir of Facilities 516-441-4040

Brentwood Union Free School District 52 Third Avenue Brentwood, NY 11717 Luke Saunders, Project Manager 631-434-2570

		:

Floral Park-Bellerose Union Free School District One Poppy Place Floral Park, NY 11001 James M. Campbell, Architect 631-587-1984

Inc Village of Rockville Centre \*\* One College Place Rockville Centre, NY 11571 Mario Bento, 516-678-9293

Freeport Housing Authority\*\*
3 Buffalo Avenue
Freeport, NY 11520
John Longo, Architect 631-475-0349

South Huntington UFSD\*\*
60 Weston St
Huntington Station, NY 11746
Saverice Belfiore, Architect 631-756-8000

Commack UFSD\*\*
PO Box 150
Commack, NY 11725
631-858-3600

Hewlett-Woodmere UFSD\*\*
One Johnson Place
Woodmere, NY 11598
Tina Ye, Architect 631-756-8000

Village of Lawrence\*\* 196 Central Ave Lawrence, NY 11559 516-239-4600

Greenport UFSD\*\*
750 Front Street
Greenport, NY 11944
Marcus DaSilva 631 593-8905

Babylon UFSD\*\*
50 Railroad Ave
Babylon, NY 11702
Curt Coronato, Architect 631-475-0349

		:

# LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

#### **Equipment Statement**

2017 Freightliner Ten Wheeler 2015 Freightliner Tractor (2) 2014 Kenworth Ten Wheeler (2) 2011 Kenworth Ten Wheeler (2) 2014 Isuzu NQR Box Truck 2010 Isuzu Dump Truck 2003 International Tractor 2015 Fontaine Trailer 2015 Manac Trailer (3) 2011 American Hauler Trailer 2010 Eager Beaver Traller (2) - 40 ton capacity 2006 Big Tow Trailer 2001 Custom Trailer Flat Bed 1990 Great Dane Trailer w/Chrisman Forklift 2015 Bobcat T590 Track Loader 2013 Bobcat S650 Skid Steer Loader 2013 Bobcat S530 Skid Steer Loader 2010 New Holland B95 TLB Tractor Loader Back Hoe 2009 New Holland TN75DA Tractor Loader 2008 Kubota M59 Tractor 2008 Kubota TL1350V Front Loader 2008 Kubota BT1200V Backhoe 2005 New Holland TN75DA Tractor 2007 Maschio C205 HD Rototiller Various Bobcat Predator Mowers Various Walk-Behind Mowers Various Weedeaters Various Leaf Blowers Various Hand & Power Tools

All equipment is owned by Louis Barbato Landscaping, Inc.



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/20/2016

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.

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2016

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.

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# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

#### NASSAU & SUFFOLK COUNTIES



1161 LOOUST AVENUE BOHEMIA, N.Y.11716 Telephone: (631) 218-1376 Fax; (631) 218-1379

0 m 154

FUND ADMINISTRATOR ANNALISA C. DEFALCO ESQ.

TRAINING DIRECTOR STEVEN M. AURIGEMA

BOARD OF TRUSTEES

GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
FRANK ALBERTO
GREGORY W. COUCH
JASON GOLDEN
MARC HERBST

Re:

Road and Heavy Construction Laborers Local #1298

Local 1298 Joint Apprenticeship Training Program NYS SPONSOR CODE # 01764 NYS ATP CODE # 18514

August 26, 2016

Owner

: County of Nassau

Contract/Project

: Parks Construction Requirements Contract-General Construction

Project No.

: B41869-02G

#### TO WHOM IT MAY CONCERN

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Louis Barbato Landscaping, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Sincerely yours,

Steven M. Aurigema Training Director

Joint Apprenticeship Training Fund



SCHOOL (631) 286-8677 FAX (631) 286-8683

# APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Countles

A47-0

UNION - P.O. BOX 208, FARMINGDALE, N.Y. 11785-0206

SCHOOL - 576 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

August 26, 2016

Nassau County DPW 1194 Prospect Ave Westbury, NY 11590

Re:

Local 138 Apprenticeship School (the "Apprenticeship School")

NYS Sponsor # 00422 NYS ATP Code # 18318

Louis Barbato Landscaping Inc.

### Contract No. B41869-02G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Louis Barbato Landscaping, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

HN DUFFY

SUSINESS MANAGER & TREASURER

CHAIRMAN BOARD OF TRUSTEES

LOCAL 138 APPRENTICESHIP TRAINING FUND

#### U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Reciplent)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Anthony Barbato - President	9/2/16
Name and Title of Authorized Representative	m/d/yy
Cretes Bubut	9/2/16
Signature	Date
Louis Psawado Landscaping Inc. Name of Organization	
1600 Naukroad Ave, Holbrook NY 11741 Address of Organization	
•	

SUCCESSION OF FORM 4061/1 (REV. 2/89) Previous editions are obsolete

#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into, if it is later determined that the prospective lower fier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### COUNTY OF NASSAU

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

1. Name of the Entity: Louis Barbato Landscaping Inc	<del></del>
Address: 1600 Railroad Avenue	
City, State and Zip Code: Holbrook, NY 11741	· 
2. Entity's Vendor Identification Number: 11-3391608	····-
3. Type of Business:Public CorpPartnershipJoint Venture	
Ltd. Liability Co _X _ Closely Held Corp Other (specify)	
4. List names and addresses of all principals; that is, all individuals serving on the Boar Directors or comparable body, all partners and limited partners, all corporate officers, a of Joint Ventures, and all members and officers of limited liability companies (attach a sheets if necessary):  Anthony Barbato, President	Ill parties
Debra Barbato, Secretary/Treasurer	- PA A Pharm were handled in the
	* The state of the
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 held Corporation, include a copy of the 10K in lieu of completing this section.  Anthony Barbato, President	Publicly
Debra Barbato, Secretary/Treasurer	(49)06990-93799093/483744

		:

Page 2 of 4
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 sha be updated to include affiliated or subsidiary companies not previously disclosed that participa in the performance of the contract.
Barbato Nursery Corp - Common Ownership; Barbato Nursery Corp will not be performing
work under this contract.
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.
(a) Name, title, business address and telephone number of lobbyist(s):
None

		:

#### Page 3 of 4

Non	ne	
	and an and the state of the sta	
	***************************************	
<b></b>	•	
Nassau	(c) List whether and w County, New York St	there the person/organization is registered as a lobbyist (e.g., ate):
None	<b>e</b>	
v ·		
		tion must be signed by a principal of the consultant, ed as a signatory of the firm for the purpose of executing Contracts
		so swears that he/she has read and understood the foregoing s/her knowledge, true and accurate.
Dated:_	9/26/16	Signed: Cockey Bubut
		Print Name: Anthony Barbato - President
		Title:

		, ,	

#### Page 4 of 4

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.

B37-16

#### RULES RESOLUTION NO.

-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS BARBATO LANDSCAPING, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

["Department"] has received competitive bids for contract B41869-02G, for PARKS

CONSTRUCTION REQUIREMENTS CONTRACT – GENERAL CONSTRUCTION - NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of LOUIS BARBATO LANDSCAPING, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and WHEREAS, the Department is representing that the total cost to the County of Nassau for the two year requirements contract for \$2,000,000 for two years; and



RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

		:

## **COUNTY OF NASSAU** DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Att:

Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

September 12, 2016

SUBJECT: RECOMMENDATION OF AWARD

Contract No: B41869-02G

Title:

PARKS CONSTRUCTION REQUIREMENTS CONTRACT

GENERAL CONSTRUCTION

Bids received on: September 6, 2016

I have examined the bids submitted for the contract mentioned above. The bids submitted are for a requirements contract and as such are for comparison purposes only. Finding them to be in order, I recommend this contract be awarded to Barbato Landscaping, Inc., as the lowest responsible bidder with a total bid amount markup of 13.5% (Labor) and 26.5% (material). In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Commissioner

SSG:RPM:KGA:BJS:las

Attachment

Richard P. Millet, Chief Deputy Commissioner Kenneth G. Arnold, Assistant to Commissioner

Brian J. Schneider, Assistant to Deputy Commissioner



### REQUEST TO INITIATE

RT1 Number 16-0313

# REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

AND THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				
PART 1: Approval by the Deput		•	ned prior to <u>ANY</u> RFC ouse or Requireme	-	
Project Title: REQUIREMENT:	CONTRACT FOR VAR	IOU PARKS ATHLETIC I	FIELD AND PLAY SUR	FACES AND GENERAL	CONSTRUCTION
Department: Public Works 1	Project Manager:B.	SCHNEIDER	Date:AUGUS	Γ1,2016	
Service Requested: COUNTY	REQUIREMENTS CONT PARKS, PRESERVES A	TRACT TO REPAIR, REN	OVATE, CONSTRUCT	ATHLETIC FIELDS AND	PLAY AREAS IN
Justification: THE DEPARTMENT C REPAIRS AND RENO					
Requested by: PUBLIC WOF	RKS/PARKS, RECREAT	ON AND MUSEUMS	Department/	Agency/Office	,
Project Cost for this Phase/Co		Construction/CM/Equip role appropriate phase	ornent)		
Total Project Cost:	0/	Date Start Work:		ation: 2 YEARS s being requested	<del></del>
Capital Funding Approval:	AES 🔼 NO 🗆	SIGNATURE	1 Mil	DATE ST	>
Funding Allocation (Capital P	roject):	41819	<del></del>		
NIFS Entered :	DATE	AIM Ente	red:	8	/15/16 DATE
Funding Code: 41869 use this on all 'o	1-000	Timesheet	Code,	-03/3 on timesheets	-
State Environmental Quality R <u>Type II</u> Action X <u>or,</u> Enviro Supple		Form Required 🔲		, d - No. 18 de au de au actual de au actual de la constant de la	
Department Head Approval:	YES ,	10 []	22	inature)	- Control of the Cont
OCE/Ops Approval:	YES 🗆 🕥	ю 🗆	SIA	MATURE	
PART 11: To be submitted to Chi	ef Deputy County Excen	tive after Qualifications/	Proposals/Contracts a	re received from Respon	ding vendors.
Vendor	Quote	;	Comment	See Attached Sh	eet 🛄
3.				<del></del>	•
s			·	_	
1				_	
OCE/Ops Approval:	YES NO	Signature			

Version January 2014

## COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Richard P. Millet, Chief Deputy Commissioner

FROM:

Kenneth G. Arnold, Assistant to Commissioner

DATE:

September 8, 2016

SUBJECT:

RECOMMENDATION OF AWARD

Contract No. B41869-02G

Title: Parks Construction Requirements Contract

General Construction

Estimated Contract Amount: \$2,000,000.00

Bids Received On: September 6, 2016

The bids received for the above-mentioned contract have been examined and the bid submitted by Barbato Landscaping, Inc. with a markup on labor of 13.5% and a markup on material of 26.5% is acceptable as the lowest responsible bidder.

It is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached herewith please find a completed Staff Summary for your information and use.

WAMEL! Kenneth G. Arnold

Assistant to Commissioner

KGA:BJS:las Attachment

c:

Kenneth G. Arnold, Assistant to Commissioner

Rakhal Maitra, Deputy Commissioner

Brian J. Schneider, Assistant to Deputy Commissioner



# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

Att: Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

DATE:

September 12, 2016

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Proposed Contract No: B41869-02G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Requirements Contract for construction and/or repair of athletic fields, recreation and play areas with County parks, preserves and other County facilities

2. The work involves the following:

Scope of Work: Various construction, reconstruction of athletic fields, recreation and play areas within parks, preserves and recreational facilities such as courts, ball fields, paths, playgrounds with safety surfacing and lighting. When proposed work is beyond the capabilities of in-house staff to complete within the allotted time frame the Requirements Contract will be utilized.

3. An estimate of the cost is:

\$2,000,000.00

4. An estimate of the duration is:

Two (2) Years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold Assistant to Commissioner

#### KGA:BJS:las

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



Nassau DPW B.I.D.S - Summary of Bid Opening

B41869-02G - General Contracting

Nassau County DPW-Parks Construction Requirements Contract General Construction

Bid Opening:

9 /6 /2016

Engineer: Brian Schneider Phone: (516) 571-9610

Contractor	Address	Insurance	Pavment	Bid	Alternate
Louis Barbato Landscaping Inc.	100 Railroad Avenue Holbrook, NY 11741	International Fidelity Insurance	\$200,000.00	13.50%	26.50%
Laser Industries, Inc.	1775 Route 25 P.O. Box 315 Ridge, NY 11961	Fidelity & Deposit Company of \$200,000.00	\$200,000.00	43.00%	15.00%
The Landtek Group Inc.	235 County Line Road Amityville, NY 11701	The Hanover Insurance Compan \$200,000,00	\$200,000.00	45.00%	25.00%
Web Construction	147 East 2nd Street, Suite 201 Mineola, NY 11501	North American Specialty Insur \$200,000.00	\$200,000.00	125.00%	75.00%

The preceding is a list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

#### FORM OF BID BOND

The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,
that we, the undersigned Louis Barbato Landscaping Inc.
as Principal; and International Fidelity Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of
Two Hundred Thousand and 00/100 dollars (\$ 200,000,00 ) for the payment of which, well and truly to be made, we hersby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigna.
Signed, this 24th day of August , 20
The conditions of the above obligation is such that whereas the

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. 841889-828 for the

Parks Construction Requirements Contract General Construction-Contract No. 841869-02G

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

- a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and
- c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the nocessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.
  - b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Louis Barbato Landscaping Inc.		
Contractor		
by Orteley &	W.S.)	(Corporate seal of Contractor if a corporation)
by In-Protection	(L.S.)	Title
by totales and the second	(L.S.)	Title
International Fidelity Insura	ance Company	<u></u>
by Richard Adultion Richard Susaring, Alternay Profit and	(L.S.)	Surety
Attest: 2000 Tubble Title of Officer Lois Trelier, Customer Service Manager	(15.)	(Corporate seal of Surety)

		:

(Acknowledgment by Contractor if a corporation)	
STATE OF NewYole,	ı
COUNTY OF Suffill,	}
On this and day of Scotential. , 20 %, before me personall came furthern Barbare to me known to me known who, being by me duly sworn, did depose and say for himself, that he resides in that he is the President of the Louis Barbaro and and captal the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the sea affixed to said instrument is such corporate seal; that it was saffixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.	e Î o t
(Acknowledgment by Contractor if a partnership) Kelly ANNE SINGLETON NOTARY PUBLIC-STATE OF NEW	YÓRK
STATE OF No. 018/6011847  Qualified in Suifolk Coun	
SS.: My Commission Expires August 16	•
On this day of , 20 , before me personally came to me known and known	, ,
to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.	•
Notary Public	Ī
(Acknowledgment by Contractor if an individual.)	
STATE OF )	j
SS.: COUNTY OF}	•
On this day of , 20 , before me personally came to me	<b>;</b>
known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.	⊧ I
Notary Public	;



(Acknowledgment by Surety Company) STATE OF New York } COUNTY OF Nassau day of August , 20 10. On this 24th , before me personally came Richard Guarini Known, who being by me duly sworn, did depose and say that he resides in Amilyville, NY that he is the Attorney-in-Fact of the International Fidelity Insurance Company corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws further said of the State of New York, and the said Richard Guarini that he is acquainted with International Fidality Insurance Company and knows him of said company; that the signature to be the Alternoy-In-Fact subscribed to the within instrument is of the said Richard Guardal in the genuine handwriting of the said Richard Gusdol and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

MARY ANN MENDEZ
Notary Public, State of New York
No. 01ME6072456
Qualified in Gareene County Nascort
Cortificate Filed in New York Quanty
Commission Expires Peb. 3, 2019

Public

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			:

#### POWER OF ATTORNEY

ATTENTION: Insert the "Fower of Attorney" after this page in with your bid submission.

33 of 280

### POWER OF ATTORNEY

dnenewark center with floor newark new Jersey oxiox 6201

MARY ANN MENDEZ

Gardon City, NY:

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Ch the 22nd day of dhy2014, before no came the individual who executed the proceding instrument, to me be sweam, sell he to the internal periods and multicrized officer of INTERNATIONAL FIDELITY INSURANCE OF SOMPANY). The the seals reflixed to said instrument one has Companies of said Companies that the said individual by order of the Boards of Eligibia, of edge Companies.

IN TESTIMONY WHEREOUT have here at the Cary of Nowart, New Jorgey the day.

the undestined officer of INTERNATIONAL PIDELITY INSURANCE COMPANY and Albechtery CASUALTY COMPANY or hereby certify that I he convisited the objective copy of the Power of Alfonovy and admissist and the object of Alfonovy, with the pricipals of the local companies as est forth in self-from of Alfonovy, with the pricipals of the local converted to the self-from of Alfonovy, with the pricipals of the local converted to the local converted to the self-from officer.

Of the self-order and that the ship power of Alfonovy has not been revoked and is now in full force, and officer.

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### PINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

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### INTERNATIONAL FIDELITY INSURANCE COMPANY ONE NEWARK CENTER, 2014 19 JOOR, NEWARK, NEW JERSEY 07102-8207

### STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

### AT DECEMBER 31, 2015

The state of the second state of the second	tion water management college frame
V#8RIE	
Bunds (Amortized Value)	598,458,862
Common Stocks (Market Value)	31,598,222
Mortpage Loans on Real Relate	373,152
Cosh, Bank Deposits & Short Term Investments	35,819,450
Other Invested Assets	432,450
Unpaid Premiuma & Assumed Bulances	10,051,083
Reinsurance Recoverable from Reinsurera	(129,053)
Electronic Data Processing Equipment	625,597
Investment Income Duc and Accrued	582,669
Current federal & foreign income tax recoverable & interest thereon	261,876
Net Deferred Tax Assets	4,054,946
Receivables from Parent, Subsidiaries & Affiliates	129,984
Other Assets	20,925,879
TOTAL ASSETS	\$209,095,007
LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net as to Reinsurance Ceded and	
Incurred But Not Reported Losses)	(\$564,096)
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	1,270,638
Logs Adjustment Expenses ,	3,267,578
Commissions Payable, Contingent Commissions & Other Similar Charges	791,728
Other Expenses (Excluding Taxes, Licenses and Fees)	3,600,877
Taxes, Licenses & Fees (Excluding Pederal Income Tax)	331,317
Unearned Fremlums	32,509,578
Dividends Declared & Unpath: Policyholdera	BOO,0XX
Carled Reinsurance Premiums Payable	3,337,507
Punda Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Arcount of Others	67,779,362
Provision for Reinsurance	51,384
Payable to Parent, Subsidiaries and Affiliates	92,221
Other Liabilities	6,548,90B
TOTALLIABILITIES	<u> </u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Examples Notes	16,000,000
Urassianed Funds (Surplus)	67,827,534
Leas: Transcry Stock at cost (40,556 shares common) (value incl. \$45.)	1,625,110
Sucplus as Regards Policyholders	\$83,877,024
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$203,095,057

1, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WILEREOF, I have set my hand and affixed the seal of the Company, this 22rd day of February, 2016. INTERNATIONAL FIDELITY INSURANCE COMPANY



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### CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

## CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

# STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

### International Fidelity Insurance Company

Of Newark, New Jersey

a corporation organized under the laws of the State of New Jersey and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$80,436,883 (Capital \$1,500,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2015 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the insurance Law of this State.



In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department in the City of Albany, this 16th day of July 2016.

Anthony J. Albanese
Acting Superintendent
By Jacqueline Catalfamo

Jaceueline Catalfamo Special Deputy Superintendent

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### GENERAL CONSTRUCTION

### COUNTY OF NASSAU STATE OF NEW YORK

### PROPOSAL

# FOR PARKS CONSTRUCTION REQUIREMENTS CONTRACT GENERAL CONSTRUCTION

### Contract No. B41869-02G

### TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

(Ind	lividual, Firm or Corporation,	as case may be)
Bidder's Address: Telephone: Fax Tel.:	631-285-6767 631-285-6769	nue, Holbrock NY 11741  Date: 9/6/16  E-MAIL: barbatulandscape@aol.com

		:

## NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
NIA	mande de sant de sagemente de sagement
_	groups and the second of the s
NOTE: IF BIDDER IS A CORPORAT	TION, FILL IN THE FOLLOWING BLANKS:
	e State of: New York
Name of President: Antho	ony Barbato
Prosident's Domicile:	
Name of Vice President:	<u> </u>
Vice President's Dominic:	When we will have the second the
~	Soutoute Title: Secretary /Treasurer
-	The second secon
Corporate Officer:	Title:
Corporate Officer's Domicile:	

#### PROPOSAL

### GENERAL CONSTRUCTION

### THE BIDDER AFFIRMS AND DECLARES:

- That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm
  or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be
  entered into.
- That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.
- 3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.
- 4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
- 5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
- The Bidder also declares that he has carefully examined and fully understands all the component parts of this
  Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms
  for the following prices.
- 7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.
- 8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Buy, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

#### PROPOSAL.

### INFORMATION FOR BIDDERS

### I. Rejection of Bids.

- A. The Commissioner may recommend a reject of bid if:
  - The Bidder fails to furnish any of the information required by the bid documents; or if
  - The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if 2.
  - The bid does not strictly conform to law or the requirements of this contract; or if
  - The bid is conditional; or if
  - A determination that the bidder is not responsible is made in accordance with law; or if 5.
  - The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.
- Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

- III. Lump Sum Contracts, Comparison of Bids. Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.
- IV. Apprenticeship Training Program For all contracts in excess of \$500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

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### PROPOSAL

### CONTRACT NO. B41869-02G

For al	work in accord	lance with the contract documents:					
1.	Schedule of P	plemental Benefits at CURRENT New York Department of Labor revailing Wage Rate plus an Overhead and Profit percentage of (percentage amount in numbers)					
	Percontage fig	rure must be written in words:					
	Thirke	n point five percent					
II.	Material Dire	ct Cost Expense plus an Overhead and Profit percentage of (percentage amount in numbers)					
	Percentage figure must be written in words:						
	- wenty	Six point five percent					
BASi	S OF AWARI	2: Award shall be made based upon the lowest weighted sum of the spense percentages, weighted as follow:					
	Labor: Material:	Seventy-five (75) percent Twenty-five (25) percent					

### NOTES:

- 1. Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.
- 2. Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.

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### Exhibit B

1.



### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

Name, address and telephone number of lobbyist(s)/lobbying organization. The term

"lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Page 2 of 4
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify
client(s) for each activity listed. See page 4 for a complete description of lobbying activities
None
140110
The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
None
Note

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employment, you must attach a copy of semployment is oral, attach a written state of retainer or employment does not contain have been authorized to lobby, separately 7. Has the lobbyist/lobbying organizes.	such document; and ement of the substation a signed author, y attach such a write exation or any of its	nce thereof. If the written agreement ization from the client by whom you ten authorization from the client.  corporate officers provided campaign
contributions pursuant to the New York \$2016 and ending on the date of this discleded beginning two years prior to the date of the to the campaign committees of any of the campaign committees of any candidates the County Executive, the County Clerk, Legislator? If yes, to what campaign contributions in the county of the county Clerk, Legislator?	osure, or (b), begin his disclosure and e following Nassau for any of the follo the Comptroller, t	ning April 1, 2018, the period ending on the date of this disclosure, County elected officials or to the wing Nassau County elected offices:
· No.		
H Primary		
I understand that copies of this the Information Technology ("IT") to be pos	form will be sent ted on the County'	to the Nassau County Department of s website.
I also understand that upon term give written notice to the County Attorne	nination of retainer y within thirty (30	r, employment or designation I must ) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to	ns and so swears th his/her knowledge	nat he/she has read and understood , true and accurate.
The undersigned further certifies and affi listed above were made freely and withou senefit or in exchange for any benefit or	<u>it duress, threat or </u>	bution(s) to the campaign committees any promise of a governmental
Dated: 9 26 16	Signed:	onety Bubate
	Print Name:	Anthony Barbato - President

Title:

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

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

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### 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 Anthony Barba to
	Date of birth
	Home address
	City/state/zip
	Business address 1600 (Carlyoad Ave
	City/state/zip Holbrook NY 11741
	Telephone 631-285-6767
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President / /  Chairman of Board / / Shareholder / /  Chief Exec. Officer / / Secretary / /  Chief Financial Officer / / Partner / /  Vice President / / / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details. 5\0/o ownership
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES V NO ; If Yes, provide details. Pesi dent of Bowhato NukcyCop 7114197-pasent

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							
Pro the	ovide a appro	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  Idetailed response to all questions checked "YES". If you need more space, photocopy riste page and attach it to the questionnaire.						
7.	in the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit ations 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						
	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 details for each such instance.						
	C,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, fallure to meet pre-qualification standards? YES						
	đ.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.						
	the pa bankru any su initiate questi	of the businesses or organizations listed in response to Question 5 filed a potcy petition and/or been the subject of involuntary bankruptcy proceedings during to 7 years, and/or for any portion of the last 7 year period, been in a state of botcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is the business now the subject of any pending bankruptcy proceedings, whenever if 'Yes', provide details for each such instance. (Provide a detailed response to all to the questionnaire.)						
	a)	ls there any felony charge pending against you? YES NO _½ If Yes, provide details for each such charge.						
	b)	s there any misdemeanor charge pending against you? YES NO _y If Yes, provide details for each such charge.						
	c)	s there any administrative charge pending against you? YES NO \ If Yes, provide details for each such charge.						
-	d)	n the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.						
ί								
Nass	au Count	DPW 56 of 280 Contract No. B41869-02G Parks Construction Requirements Contract						

وا	In the past 5 years,	have you been convicte	d, after trial or by plea, of a	
0,	misdemeanor?	If Yes, provide details f	or each such conviction.	
f)	statutory charges?	TEG NO	violation of any administration Yes, provide details for each	
years invesi subje for, o respo	, have you been the stigation by any federa ct of an investigation on behalf of the sub onse to Question 5?	where such investigation is such investigation.	to the previous questions, in estigation and/or a civil anti-ti- ting or investigative agency a in was related to activities pe and/or an affillated business of Yes, provide details for each	and/or the rformed at, isted in a such
10. In ad listed anti- inclu princ inve	Idition to the Informat I in response to Que trust investigation an ding but not limited to cipal owner or officer stigation.	d/or any other type of into federal, state, and local YES NO	to years has any business on tof a criminal investigation an vestigation by any governme al regulatory agencies while y If Yes; provide details for eac	nt agency, rou were a ch such
resp proc	ponse to Question 5 i peedings with respect vide details for each s	i to any professional lice such instance.	any other affiliated businessed as a result of judicial or adense held? YES NO	If Yes;
42 Eor	the past 5 tax years, blicable federal, state vater and sewer char	have you failed to file a	iny required tax returns or fail essessed charges, including b If Yes, provide details for	led to pay any out not limited reach such
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#### 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

I, PMHNOND COMOD, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Swern to before me this and day of September 20 16

Many Public Ling Leturn

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 013/6011547
Qualified in Suttolk County
My Commission Expires August 10, 2018

Louis Barbato Landscoping Inc.

Anthony Baubato

Signature

President

TITLE

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### 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 Delva Barbato
	Date of birth
	Home address
	City/state/zip
	Business address 1600 Nacivoad Ave
	City/state/zip Holbwou NY 11741
	Telephone 631-285-6767
<b>%</b> .:	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / //
	Chairman of Board/Shareholder/
	Chief Exec. Officer//_Secretary/ 14 / 1997
	Chief Financial Officer/Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES V NO If Yes, provide details. 49% owners hip
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details. Secretary/Treas weer _ Barbato Nursery Corp 7   14/97 - present

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\_\_ NOTE: An affirmative answer is required below whether the sanction arose automatically, by Pr

1	operat Provid the ap	tior e a pro	n of law, or as a result of any action taken by a government agency.  a detailed response to all questions checked "YES". If you need more space, photocopy  ppriate page and attach it to the questionnaire.
	7. In 1	the	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
		а,	Been debarred by any government agency from entering into contracts with that agency?  YES NOX
		b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YESNOX If Yes, provide details for each
		C,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, fallure to meet pre-qualification standards? YES
	Ċ	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8,	tne p bank any initia	pas Kru sud Itec	ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of ptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is the business now the subject of any pending bankruptcy proceedings, whenever it? If 'Yes', provide details for each such instance. (Provide a detailed response to all it to the questionnaire.)
	а	1)	Is there any felony charge pending against you? YES NO/ If Yes, provide details for each such charge.
	b	)	Is there any misdemeanor charge pending against you? YESNO_½_ If
	C,	)	ls there any administrative charge pending against you? YES NO 💢 If
	d)	) i	of 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 which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	اء	In the past 5 years, hav	e you been convicted, after trial or by plea, or a
		misdemeanor? YES NO If Y	Yes, provide details for each such conviction.
		In the past 5 years, have statutory charges? YE occurrence.	ve you been found in violation of any administrative or S NO _v If Yes, provide details for each such
	/ears, nvest subject for, or respo invest	<ul> <li>have you been the substigation by any federal, so that of an investigation where on behalf of the submittense to Question 5? YES stigation.</li> </ul>	provided in response to the previous questions, in the past 5 ject of a criminal investigation and/or a civil anti-trust state or local prosecuting or investigative agency and/or the ere such investigation was related to activities performed at, ting business entity and/or an affiliated business listed in S NO If Yes, provide details for each such
	listed anti-t include prince	t in response to Question trust investigation and/or adding but not limited to fer cipal owner or officer? You stigation.	provided, in the past 5 years has any business or organization n 5, been the subject of a criminal investigation and/or a civil any other type of investigation by any government agency, derai, state, and local regulatory agencies while you were a SES NO If Yes; provide details for each such
	proc	ponse to Question 5 had beedings with respect to vide details for each such	u or this business, or any other affiliated business listed in any sanction imposed as a result of judicial or administrative any professional license held? YES NO If Yes; h instance.
12	For	the past 5 tax years, hav blicable federal, state or le water and sewer charges	ve you failed to file any required tax returns or failed to pay any local taxes or other assessed charges, including but not limited so YES NO If Yes, provide details for each such

#### CERTIFICATION

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the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25 day of October 2016

Notary Public Statem

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01816011547
Qualified in Suffolk County
My Commission Expires August 10, 2015

Louis Barbato Landscaping Inc.

Debra Barbarto

NRE

Signature

Secretary/Treasurer

10 / 25 / 16 Date

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# 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.

the included the i	
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: 9/2/16	
1) Proposer's Legal Name: Louis Barbado Landscaping Inc.	
2) Address of Place of Business: 1600 Nachroad Are, Hollowch Ny 1741	
List all other business addresses used within last five years:	
3) Malling Address (If different):	
Phone: 1031-295-6767	
Does the business own or rent its facilities? <u>OWO</u>	
1) Dun and Bradstreet number: 136896 293	
Federal I.D. Number: 11-3391608	
The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)	
Does this business share office spece, staff, or equipment expenses with any other business?  Yes No if Yes, please provide details: <u>DFA as space should with the character Comp</u>	
) Does this business control one or more other businesses? Yes No If Yes, please provide details;	

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9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes V No If Yes, provide details. Conumon ourselfup
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 Y 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)	If las the proposer, during the past seven years, been declared bankrupt? Yes No <a>K</a> 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 Tryes, provide details for each such investigation.
	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 NoX if Yes, provide details for each such investigation
	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 omployment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No 🔏 If Yes, provide details for each such charge,
	b) Any misdemeanor charge pending? Yes No _ < If Yes, provide details for each such charge
	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 _\extstyle

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _< If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _ & If Yes, provide details for each such occurrence.
business i	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _\mathbb{K}; If Yes, provide details for instance
pay any a limited to	ast (5) tax years, has this business falled to file any required tax returns or falled to applicable faderal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _K If Yes, provide details for each a Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.
Provide a del	talled response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Confilet o a) con	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no ifflicts 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 Lacid
	(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.
	(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.
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.  Follow Stradard Piolard and procedure:
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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.

Should the proposer be other than an individual, the Proposal MUST include:

- l) Date of formation:
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iil) Name, address and position of all officers and directors of the company;
- State of incorporation (if applicable);
- The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- vili) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Nelevanes Enduced
Contact Person
Address
City/State
Telephone
Fax#
E-Mall Address

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### 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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this and day of Scatember	30 <u>11</u> 0
Notetry Public States	KELLY MOTARY PUBL No. Qualified

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01816011647
Qualified in Sulfolk County
My Commission Expliss August 10, 2018

Name of submitting business: Louis Baubato Landscaping Inc.

By: Anthony Baubato

Mediginal Business

Signature

President

Title

9,2,116

		:

## LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

### QUALIFICATION STATEMENT

- 2. President: Anthony Barbato,
  Secretary/Treasurer: Debra Barbato,
- Organization has been in business for 56 years under present business name and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor or the State of New Jersey.
- 4. Organization has 56 years experience as a Landscape Contractor.
- 5. Organization has never failed to complete work awarded to it.
- 6. Organization has never defaulted on a contract,

1. Corporation: State of New York, July 14, 1997.

- No officer of this organization has ever failed to complete a construction contract handled in his own name.
- 8. General character of work performed by Louis Barbato Landscaping: Landscape Construction, Tree Planting, Play Ground and Park Rehabilitation and Bloacher Installation.
- Construction experience of principal individual(s) of organization:
   Anthony Barbato, President 33 years as Landscape Contractor 100% Capacity
- 10. Equipment Statement upon request,
- 11. Bank Reference: JP Chase Morgan Bank

VP Relationship Manager: Christine Flynn 631-755-5226

- 12. Financial Statement available upon request.
- 13. EIN No. 11-3391608 Duns No. 130896293

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On this 2nd day of Sept. 2016 before me came Anthony Barbato to me known, who being by me duly sworn did depose and say that he is President of Louis Barbato Landscaping, Inc. the corporation described in and which executed the above statement.

Notice Public, County of Suffolk, New York

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
NO 01516011547
Gualified in Suffolk County
Commission Expires August 10, 7019

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## Louis Barbato Landscaping Inc.

1600 Railroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

#### PARK/PLAYGROUND REFERENCES

City of Hoboken\*\*
94 Washington Street
Hoboken, NJ 07030
Joseph Pomante, P.E., Boswell Engineering 201-641-0770

Township of Edison 100 Municipal Blvd Edison, NJ 08817 Jeff Roderman (732) 248-7242

Borough of Little Silver 480 Prospect Avenue Little Silver, NJ 07739 Gregory Blash, P.E., Leon S Avakien Inc. (732) 922-9229

Town of Oyster Bay\*\*
Dept of Parks & Recreation
977 Hicksville Road
Massapequa, New York 11758
Commissioner Richard Betz (516) 797-4142

Town of Hempstead\*\*
Dept of Parks & Recreation
200 North Franklin Street
Hempstead, NY 11550
Clem Gricco (516) 292-9000 ext.260

Inc Village of Garden City\*\*
351 Stewart Avenue
Garden City, NY 11530
Christopher Markin (516) 465-4008

Village of North Hills\*\*
One Shelter Rock Road
Roslyn, NY 11576
Donald Alberto (516) 627-3690

Great Neck Park District 65 Arrandale Avenue Great Neck, NY 11023 Peter Renick (516) 487-7665

		:

Oceanside Union Free School District 145 Merle Avenue Oceanside, NY 11572 John A. Grillo, Architect (631) 476-2161

Village of Freeport\*\*
Dept of Public Works
46 North Ocean Avenus
Freeport, NY 11520
Robert Fisenne (516)377-2233

County of Nassau
Dopt of Parks & Recreation
240 Old Country Road
Mincola, NY 11501
Frank Montefort (516)571-3954

Bethpage Union Free School District\*\*
10 Cherry Avenue
Bethpage, NY 11714
John A. Grillo, Architect (631) 476-2161

Massapequa Union Free School District 4925 Merrick Road Massapequa, NY 11758 Patrick Mehr 516-797-6190

Three Village Central School District 200 Nicholis Road Stony Brook, NY 11790 John A. Grillo, Architect (631) 476-2161

Town of Babylon\*\*
200 E Sunrise Highway
Lindenhurst, NY 11757
Frank Bachety (631) 893-2100

Island Trees Union Free School District 74 Farmedge Road Levittown, NY 11756 Michelle Cranz, Architect (631) 756-8000

Great Neck Public Schools\*\*
345 Lakeville Road
Great Neck, NY 11020
Alfredo Cavailaro, Dir of Facilities 516-441-4040

Brentwood Union Free School District 52 Third Avenue Brentwood, NY 11717 Luke Saunders, Project Manager 631-434-2570

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Floral Park-Hellerose Union Free School District One Poppy Place Floral Park, NY 11001 James M. Campbell, Architect 631-587-1984

Ine Village of Rockville Centre \*\* One College Place Rockville Centre, NY 11571 Mario Bento, 516-678-9293

Freeport Housing Authority\*\*
3 Buffale Avenue
Preeport, NY 11520
John Longo, Architect 631-475-0349

South Huntington UFSD\*\*

60 Weston St
Huntington Station, NY 11746
Saverice Bulffore, Architect 631-756-8000

Commack UFSD\*\*
PO Box 150
Commack, NY 11725
631-858-3600

Hewlett-Woodmare UFSD\*\* One Johnson Place Woodmere, NY 11598 Tina Yo, Architect 631-756-8000

Village of Lawrence\*\* 196 Central Avo Lawrence, NY 11559 516-239-4600

Greenport UFSD\*\*
750 Front Street
Greenport, NY 11944
Marcus DaSilva 631 593-8905

Babylon UFSD\*\*
50 Reilroad Ave
Babylon, NY 11702
Curt Coronato, Architect 631-475-0349

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#### LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

#### Equipment Statement

2017 Freightliner Ten Wheeler 2015 Freightliner Tractor (2) 2014 Kenworth Ten Wheeler (2) 2011 Kenworth Ten Wheeler (2) 2014 isuzu NQR Box Truck 2010 Isuzu Dump Truck 2003 International Tractor 2015 Fontaine Trailer 2015 Manac Trailer (3) 2011 American Hauler Trailer 2010 Eager Beaver Trailor (2) - 40 ton capacity 2006 Blg Tow Trailer 2001 Custom Trailer Flat Bed 1990 Great Dane Traller w/Chrisman Forklift 2015 Bobcat T590 Track Loader 2013 Bobcat S650 Skid Steer Loader 2013 Bobcat S630 Skid Steer Loader 2010 New Holland B95 TLB Tractor Loader Back Hoe 2009 New Holland TN75DA Tractor Loader 2008 Kubota M59 Tractor 2008 Kubota TL1350V Front Loader 2008 Kubota BT1200V Backhoe 2005 New Holland TN75DA Tractor 2007 Maschio C205 HD Rototiller Various Bobcat Predator Mowers Varlous Walk-Behind Mowers Various Weedeaters

All equipment is owned by Louis Barbato Landscaping, Inc.

Various Leaf Blowers
Various Hand & Power Tools

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## LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

**NASSAU & SUFFOLK COUNTIES** 



1161 LODUST AVENUE BOHEMIA, N.Y.11716 Telephone: (631) 216-1378 Fax: (631) 216-1379

Ø4**01.5**0954

FUND ADMINISTRATOR ANNALISA C. DEFALCO ESG.

TRAINING DIRECTOR STEVEN M. AURIGEMA BOARD OF TRUSTEES
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
FRANK ALBERTO
GREGORY W. COUCH
JASON GOLDEN
MARC HERBST

Re:

Road and Heavy Construction Laborers Local #1298 Local 1298 Joint Apprenticeship Training Program NYS SPONSOR CODE # 01764 NYS ATP CODE # 18514

August 26, 2016

Owner

: County of Nassau

Contract/Project

: Parks Construction Requirements Contract-General Construction

Project No.

: B41869-02G

#### TO WHOM IT MAY CONCERN

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Louis Barbato Landscaping, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

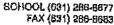
Any additional questions should be directed to my attention.

Sincerely yours,

Steven M. Aurigema Training Director

Joint Apprenticeship Training Fund

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# APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Countles

600 ara

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11795-0206

BOHOOL - 576 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11718

August 26, 2016

Nassau County DPW 1194 Prospect Ave Westbury, NY 11590

Re:

Local 138 Apprenticeship School (the "Apprenticeship School")

NYS Sponsor # 00422 NYS ATP Code # 18318 Louis Barbato Landscaping Inc.

Contract No. B41869-02G

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Louis Barbato Landscaping, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

WINDOW T

BUSINESS MANAGER & TREASURER CHAIRMAN BOARD OF TRUSTEES

LOCAL 138 APPRENTICESHIP TRAINING FUND

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2016 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER **FARM FAMILY CASUALTY** FAX (AG, No): **859 CONNETQUOT AVENUE** DORFERS **ISLIP TERRACE, NY 11752** INSURER(S) AFFORDING COVERAGE NAIC # 631-277-7770 INSURER A: FARM FAMILY CASUALTY INS. CO. 13803 INSURED INSURER B LOUIS BARBATO LANDSCAPING INC. INSURER C 1600 RAILROAD AVENUE INSURER D: HOLBROOK, NY 11741 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER X COMMERCIAL GENERAL LIABILITY Α 3152X2146 11/1/16 11/1/17 EACH OCCURRENCE 1,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 PRO X POLICY PRODUCTS - COMP/OP AGG 2,000,000 OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY Α 3152C4900 11/1/16 11/1/17 1.000.000 BODILY INJURY (Per person) ALLOWNED AUTOS SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) \$ NON-OWNED AUTOS Х HIRED AUTOS UMBRELLA LIAB Х A OCCUR 3152E2434 11/1/16 11/1/17 **EACH OCCURRENCE** 5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE 5,000,000 DED X RETENTION \$ 10,000 WORKERS COMPENSATION PER AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: 2014/2015 STREET TREE PLANTING - CONTRACT #H66016-01G COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF PROPERTIES AND CONSULTANTS NAMED AS ADDITIONAL INSURED PER ENDORSEMENT BP-0450. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE **COUNTY OF NASSAU** THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1194 PROSPECT AVENUE WESTBURY, NY 11590 AUTHORIZED REPRESENTATIVE Numberet C Daly

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME PHONE (A/C. No. EXI): E-MAII AODRESS: **FARM FAMILY CASUALTY** (A/C, No): **859 CONNETQUOT AVENUE** ISLIP TERRACE, NY 11752 INSURER(S) AFFORDING COVERAGE NAIC# 631-277-7770 INSURER A: FARM FAMILY CASUALTY INS. CO. 13803 INSURED COUNTY OF NASSAU, ALL MUNICIPALITIES. NSURER B: MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF INSURER C PROPERTIES AND CONSULTANTS INSURER D: 1194 PROSPECT AVENUE INSURER E WESTBURY, NY 11590 INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NSR LTR ADDL SUBR INSD WVD (MM/DDYYYY) (MM/DDYYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 3102L6681 10/10/16 10/10/17 EACH OCCURRENCE 1,000,000 CLAIMS-MADE OCCUR DAMAGE TO RENTED PREMISES (Es occurre X OCP MED EXP (Any one person) \$ PERSONAL & ADV INJURY S CEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 JECT POLICY PRODUCTS - COMP/OP AGG 3 2,000,000 OTHER: **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT 2 ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS SCHEDULED AUTOS BODILY INJURY (Per accident) \$ NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOFUPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NEI) N/A E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: CONTRACT #H66016-01G - TREE PLANTING CONTRACTOR: LOUIS BARBATO LANDSCAPING INC. 1600 RAILROAD AVENUE HOLBROOK NY 11741 **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE COUNTY OF NASSAU, ALL MUNICIPALITIES, THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF PROPERTIES AND CONSULTANTS 1194 PROSPECT AVENUE AUTHORIZED REPRESENTATIVE WESTBURY, NY 11590 Nurcont C Daly

ACORD 25 (2014/01)

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#### COUNTY OF NASSAU

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

Name of the Entity: Louis Barbato Landscaping Inc
Address: 1600 Railroad Avenue
City, State and Zip Code: Holbrook, NY 11741
2. Entity's Vendor Identification Number: 11-3391608
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co _X _Closely Held CorpOther (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):  Anthony Barbato, President
Debra Barbato, Secretary/Treasurer 2012 Paragraphics Status paragraphics para
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.
Anthony Barbato, President Association of the
Debra Barbato, Secretary/Treasurer

age 2 of 4
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 she updated to include affiliated or subsidiary companies not previously disclosed that particip in the performance of the contract.
Barbato Nursery Corp - Common Ownership; Barbato Nursery Corp will not be performing
work under this contract.
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.  (a) Name, title, business address and telephone number of lobbyist(s):
None

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#### Page 3 of 4

None	
PARTICIPATION OF THE PARTICIPA	
(c) List whether and Nassau County, New York	d where the person/organization is registered as a lobbyist (e.g., State):
None	
**************************************	
The state of the s	
8. VERIFICATION: This s contractor or Vendor author	ection must be signed by a principal of the consultant, rized as a signatory of the firm for the purpose of executing Contracts
The undersigned affirms an statements and they are, to	d so swears that he/she has read and understood the foregoing his/her knowledge, true and accurate.
Dated: 9 26 16	Signed: Gootef Bubut
	Print Name: Anthony Barbato - President
	Title:

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#### Page 4 of 4

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.

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U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Anthony Barbato - President	9/2/16
Name and Title of Authorized Representative	m/d/yy
Cretes Bub to	9/2/16 Date
Signature	,
Louis Barbato Landscaping Inc. Name of Organization	
1600 Naulroad Ave, Holbrook NY 11741 Address of Organization	
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#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower the participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "Ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals, Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<u>DETERMINATION OF LOW BID</u>. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, minus the Deduct Alternate(s), taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

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Massau County DPW

72 of 289

Contract No. B41889-62G Parks Construction Requirements Contract

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MAJOR EQUIPMENTITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
	Description  Equipment list Sinclosed	and the state of t
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	GBN	ERAL CONSTRUCTION					
Note:	lote: The Bids shall be sworn to by the person signing them, in one of the following forms:						
		avit where Bidder is an Individual)					
STATE OF	NEW YORK)	·					
COUNTY (	) ss.: DF NASSAU )						
he is the per in all respec	son described in and who execute is true. and sworn to before me	Buing duly sworn, deposes and says: The difference of the foregoing Bid and that the several matters therein stated ar					
This	day of						
		Notary Public					
	(Form of Afi	fidavit where Bidder is a Firm)					
TATE OF N	IEW YORK)						
	) ss.: ? NASSAU)						
o la a membe	er of	Being duly sworn, deposes and says: That the firm described in and which executed the					
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Nassau County DCW

78 of 280

Contract No. B41869-02G Parks Construction Requirements Contract

South September 19 10 1 1/1 1/1 1/1 1/1 1/1 1/1 1/1 1/1 1/	THE PARTY OF THE P
	GENERAL CONSTRUCTION
PROPOSAL: For all work in	accordance with the drawings and specifications:
Louis Barbato	Firm or Corporation, as case may be)
(Individual,	Firm or Corporation, as case may be)
Individual's Social Security N	umber: Na
Firm or Corporation's Federal	ID Number: 11-3391608
l'irm or Corporation's Municip	pal License ID Number;
Munici	pal Licensing Agency:  Date: 9/2/14
By: ORONGO	Nov Date: 9/2/14
(Print): <u>Anthony Ba</u>	water Title: President
	WHERE HIDDER IS A CORPORATION. ADVA

ATTEST:

Scoretary

(CORPORATE) (SEAL)

Nassau County DPW

76 of 200

Contract No. 041889-02G Parks Construction Regularization Confract

#### GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01516011647
Qualified in Suffolk County
My Commission Expires August 10, 2018

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		: : :

Nassuo County DPW

00 of 280

Contract No. B41809-02G Parks Construction Requirements Coursel

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS	TIMENT OF PUR	SLIC WORKS			wag ganiinfaansiiniidek-kaansiiniiniinii
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Nessau County DPW

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Contract No. #41869-02G Parks Construction Requirements Contract

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## MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Lews of 1992 the bidder, by submission of this bid, certifies that it or any individual or logal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes \_\_\_ No \_\_\_

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes \_\_\_ No \_\_\_

(Contractor's Signature)

Louis Caubata landerapy Inc. (Name of Business)

Nassau County DPW

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Gonkact No. B41869-026 Parks Construction Requirements Contract

# TRAN DIVESTMENT ACT - CERCIFICATION

Pursuant to New York State Finance Law §165.-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/decs/Listoflintities.pdf a list of persons who have been determined to engage in Investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Buergy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in fran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X

- means natural person, corporation, company, limited liability company, business association, parinership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under ponalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- b. Certification that the Bidder's investment in Iran is ceasing: The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Oate

Anthony Barbato - President

Print Name and Position

NO THAT ON THIS PAGE

Nusseu County DPW

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Contract No. B41859 02G Parks Construction Regularments Contract

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## **OUALIFICATION STATEMENT**

	<b>*</b> • • • • • • • • • • • • • • • • • • •		
	te: All blanks in the form are to be n, so indicate in each instance.	filled in. Where	e blanks are not applicable to your
1.	How many years has your firm name? 50	n been in the bus	siness under your present business
2.	How many years in the constr your firm had;  a. as a Prime Contractor b. as a Subcontractor		similar type as this contract has
3.	Contract Class Amount of Work 333,000. Playgrand 52,523. Playgrand (use additional blank sheets i	Percent Completed 95% 6% f additional space	West John Uffo 100 Sherney Ave West John NY 11795 South Hunt hytory Uffo boweston St Hunt Sta Ny Hine 6 is necessary)
4.	List the projects which your	inn as a firm ba	s performed in the past few years

which you feel will qualify you for this work:

Name and Address Owner Class Percent Contract of Contracting Officer Completed of Work Amount

(use additional blank sheets if additional space is necessary)

Have you ever failed to complete any work awarded to you? (1), If so, when and why? 5.



(use additional blank shoets if additional space is necessary)

- 6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract?
- 7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? \(\lambda\_{\infty}\).

  If so, state name of individual, name of owner and reason therefor:
- 8. In what other lines of business are you financially interested?

  THE Planting
- 9. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position Office	or Constitution	ction	Magnitude and type of Work	In What Capacity
Anthony Bo	ubato	President	33	Construction	Full

(use additional blank sheets if additional space is necessary)

10. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item Description, Size Year of Present
Capacity, Year, Htc. Service Location
Gaugment List Enclosed

(use additional blank sheets if additional space is necessary)

			:

Nassau County DPW

90 of 280

Contract No. 841869-02G Parks Construction Regulterments Contract

		:

Note: Should the equipment be moved from the above mentioned location, the submitter hereby agrees upon request of the County to state the new location where same may be found.

If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

12. In what manner have you inspected this proposed work?
Explain in detail. Not opply coulded.

(use additional blank sheets if additional space is necessary)

Nassau County DPW

92 of 290

Contract No. 841669-02G Porka Construction Regularments Contract

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13. Explain your plan and lay-out for performing the proposed work.

As per work ordering wreners

14. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Anthony Barbato

15. Insurance carried by your firm:

Type Company Limits of Coverage Term
Faunty Carratty Fus. / Certacote and accept.

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Notice of Award

#### U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Anthony Barbato - President	9/2/16
Name and Title of Authorized Representative	m/d/yy
Cretes Brasa	9/2/16
Signature	Date
Louis Bawato Landscaping Inc. Name of Organization	
1600 Railroad Ave, Holbrook Ny 11741	
Address of Organization	

DOWN OUP FORM 4081/1 (REV. 2/89) Previous editions are obsolete

			,

### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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				2 1

## NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

# CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

### Part 1- General Information:

Consultant/Contractor Name: Louis Barbato landscaping Inc.	Address (street/city/state/zip code): 1600 (Laulvard Ave, thellowar Ny 11741	Authorized Representative (name/title): Anthony Barbato - President	Authorized Signature: (North Bubroth	Contract Number: B41869-02G	Contract/Project Name: Parles Construction (Regnamenants Contract	Contract/Project Description:	General Construction, Various locations
--	--	---	--------------------------------------	-----------------------------	---	-------------------------------	---

Part 2- Projected MBE/WBE Contract Summary:

		14	
	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total Combined M/WBE Dollar Amount		Combined M/WBE Contract Percentage	The state of the s

Part 3- MBE Information (use additional blank sheets as necessary):

MBEFirm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			THE REAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE P
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:	. *************************************	Award Date:	Completion Date:
Authorized Representative:			
Telephone No.		The second secon	

Part 4- WBE Information (use additional blank sheets as necessary);

Name:		Amount(\$) and Award Date	Date and Completion Date
	The second secon	Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.		i indi	
Name:		Amount (\$):	Start Date:
Address:		PROPERTY AND ADDRESS OF THE PROPERTY ADDRE	
City.			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
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### LOUIS BARBATO LANDSCAPING INC.

1600 Railroad Avenue Holbrook, NY 11741 631-285-6767 Fax 631-285-6748

October 25, 2016

Mr. Brian Schneider, CPSE.
Assistant to Deputy Commissioner
Of Public Works for Administration
NCDPW – Commissioner's Office
1194 Prospect Avenue
Westbury, New York 11590

Re: Contract No. B41869-02G

enetes bubit

Parks Construction Requirements Contract

Dear Mr. Schneider:

In regards to the above referenced contract, please be advised Louis Barbato Landscaping Inc. will make its best attempt to utilize MBE and/or WBE firms depending on the nature of the proposed work.

Respectfully,

Anthony Barbato

President

AB/ks

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Department:

<u>Health</u>

Preschool Special Education

E-265-16

### Contract Details

	Evaluator
	Center Based Program
$\boxtimes$	Related Services
	SEIT Services
	MIES ID #.COHE1600000

Term: from 09/01/15 to 08/31/20
NIFS Entry Date: 9/9/2016

New ⊠Renewal □	1) Mandated Program:	Yes 🖂	No □
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🏻
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No 🛛
Blanket Resolution  RES# Mandated	5) Insurance Required	Yes 🖂	No □
		The state of the s	

**Agency Information** 

Vendo	r
Name: Helping Hands Consultation Services D/B/A Helping Hands Children Services	Vendor ID# 20-2200225
160 East Main Street Huntington, NY 11743	Kimberly Guillem
	1-631-659-3337 X 1

2.000	ounty Department
•	ent Contact 1 <b>y Mundy</b>
Address	
200 C	County Seat Drive
Mine	ola, NY 11501
	227-8589

**Routing Slip** 

	dung only				
DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appyld& Tw'd:	SIGNATURE 2	Leg. Approval Required
9/21/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head) Contractor Registered	1/21/	Mason	
akelie	OMB	NIFS Approval	124/6	Jankellet	Yes No No Not required if blanket resolution.
9/28/14	County Attorney	CA RE & <u>Insurance</u> Verification	1/28/16	1. Chuato	And the second s
DISIL	County Attorney	CA Approval as to form	0316		Yes No 🗆
170	Legislative Affairs	Fw'd Original Contract to CA	1 (1 )		
	Rules 🔲 / Leg. 🔲				
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval 6-330 Miles	!	01.	
11/12/10	County Executive	Natarization Filed with Clerk of the keg	1/4/16	Male	



Department: <u>Health</u>

Contrac	t Summa	ary		OFN	E				
Description: Preschool Sp	ecial Educat	ion – Center Based	Servi	ces (Education)	) – SE	EIT – Rela	ted Ser	vices – Evaluations	
with a disab	ility who are l		f three					for Nassau County preschovices will place the County	
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Procurement H Mandated P		is is a new contract							
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Impact on F Provider pay Provider pay Department	unding/Price yment for Rel yment for Eva	Analysis lated Services is \$4 aluations, Center E inty will receive 59	Based,	SEIT services :	are ba	ased on ra	tes dete	and \$30.00 per child for a ermined by the NYS Educa	
N/A	tract from Prior	Procurement:							
Recommendati	on: (approve a	is submitted)							
Advisen	nent Info	rmation							
BUDGET	CODES	FUNDING SOU	RCE	AMOUNT		LINE	I	NDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract		xxxxxxx		1	(blank	EN5400 /PP751 ket encumbrance) E16000002-01 Related Service	\$ .01
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) certil	NIFS Certific y that this document was			Comptroller y that an unencumbered bala present in the appro	ance suffici	lent to cover this co	entract is	Name County Executive App	roval
Name			Name					Date ///25/4	
Date			Date					(For Office Use Only	······································



### Nassau County Interim Finance Authority

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

. Vendor:	Helping Hands Consultation Services D/B/A Helping Hands Children Services
. Dollar amount	requiring NIFA approval: \$ .01
Amount to be e	ncumbered: \$ .01
	✓ New Contract Advisement Amendment
f advisement – NIFA	nount should be full amount of contract A only needs to review if it is increasing funds above the amount previously approved by NIFA nount should be full amount of amendment only
3. Contract Term:	7/1/2016 - 8/31/2020
Has work or serv	ices on this contract commenced? Yes No
If yes, please expl	ain:
4. Funding Source	
General Fun Capital Impo	d (GEN) Grant Fund (GRT) rovement Fund (CAP) Federal % State % County % 100
e the cash available	for the full amount of the contract?  Yes  No
	for the full amount of the contract?  Yes  No  uire a future borrowing?  Yes  No
Has the County Legis	slature approved the borrowing? Yes No N/A
las NIFA approved	the borrowing for this contract? Yes No N/A
5. Provide a brief	description (4 to 5 sentences) of the item for which this approval is requested:
preschool studer	d Education and /or Related and /or SEIT services and /or Evaluations for Nassau County at with a disability ho are between the ages of three to five. Failure to provide these services will in noncompliance with State and Federal Laws.
6. Has the item re	equested herein followed all proper procedures and thereby approved by the:
Nassau County A Nassau County C	ttorney as to form Yes No N/A ommittee and/or Legislature Yes No N/A
Date of approv	al(s) and citation to the resolution where approval for this item was provided:
N/A	
Identify all cont	tracts (with dollar amounts) with this or an affiliated party within the prior 12 mor
acidity all coll	and the contact amounts, with this of an anniated party within the prior 12 mor

### 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.

1.10111	en	7/27/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	Nassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumbed	ered pending NIFA approval of this contract.
<del></del> '	onding for this contract has been app	roved by NIFA. ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	,
Amount being approve	d by NIFA:	nero-sa
Signature	Title	Date
Print Name		

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.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND HELPING HANDS CONSULTATION SERVICES, INC. D/B/A HELPING HANDS CHILDRENS SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Helping Hands Consultation Services, Inc. D/B/A Helping Hands Children Services, Inc.to provide mandated Education and/or Related and/or SEIT Services and/or Evaluations for Nassau County preschool students with a disability who are between the ages of three to five, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Helping Hands Consultation Services, Inc. D/B/A Helping Hands Children Services, Inc. George Maragos Comptroller



### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: Helping Hands Consultation Services D/B/A Helping Hands Children Services  CONTRACTOR ADDRESS: 160 Main Street, Huntington, NY 11743				
FEDERAL TAX ID #:				
<u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.				
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.				
II.   The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:				
(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.				

The correnews (copie	This is a renewal, extension or amendment of an existing contract.  Intract was originally executed by Nassau County on [date]. This is a general contract of the contract of the contract of the contract of the relevant pages are attached). The original contract was entered into
	[describe rement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not
receive	ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not nat least three proposals.
	A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
Ø	<b>B.</b> The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.  ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.  VIII. ✓ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. □ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. ☑ Vendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees:   a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.  Department Head Signature  Leptender 21, 20/6  Date
Department Head Signature
September 21, 20/6 Date

### Exhibit A



### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ending on the date of this disclosure, o years prior to the date of this disclosure campaign committees of any of the fol committees of any candidates for any	ficers of the vendor provided campaign contributions on Law in (a) the period beginning April 1, 2016 and or (b), beginning April 1, 2018, the period beginning two e and ending on the date of this disclosure, to the lowing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County particles, the District Attorney, or any County Legislator?
AO	
' '	
,	
Surrend of mile	t be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
statements and they are, to his/her know	that he/she has read and understood the foregoing ledge, true and accurate.
The undersigned further certifies and affi identified above were made freely and w benefit or in exchange for any benefit or	
	Helping Hands Consoltation, Inc., Vendor: DIBNA Helping Hands Children Services
Dated: 8216	Signed: Vand Services
,	Print Name: Vaneta La Rosa
	Title: Executive Director

### PRINCIPAL QUESTIONNAIRE FORM

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

8	DBMIT A CONSTRUCTION VICE CAREFULY AND COMPLETELY, FAILURE TO
<u>~</u>	UBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL  ILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR  WARD
A'	WARD SINGUIS OF CONBIDERED FOR
1.	Helping Henris Consultation Convices Tox.
. **	Principal Nama Dista Hora Horas Children Services Dr. Vaneta La Rosa
	Daile of Diff. 114 1/2 1/4 1/
	Home address 29 Milhmer Ct.
	Cityletete/zip Northoport, NV
	Business address InC East-Main St.
	Othylesteres Horn to reation, NY 11 743
	Telephone 1031-1169-3337
	Other present address(ec)
	City/state/zip/APPA none
	Telephone Att none
	List of other addresses and telephone numbers attended
2.	Positions held in submitting business and starting data of each (check all applicable)
	President
	Chaliman of Board/ Shareholder/
	Chief Exec. Officer
	Chief Financial Officer / / Partner / /
	Vice President 1 1
	(Other) Execusive Director 01/24/2005
3,	On you have an aquity interest in the business submitting the questionneire? YES NO If Yes, provide details.
;	
4.	Ate there any outsignding 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
	stannithing the questionneire? YES NO Kyes, provide details.
б,	Within the nest 8 years, have you been a primited when a great a
•	If Yes number details order than the one stabiliting the questionnaire? YES \ NO
	Mome: Helping Hands Behavioral Outreach is a 50103.
	Name: Helping Hands Behavioral Outreach is a 5010 3. A socialization program for individuals w/special needs.
	Rev. 3-2616

6. Has any governmental entity overded and
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 V NO
If Yes, provide details,  HEIDING HENGS BEYOU and OUTEACH INC. has a contract—W OPWDI NOTE: An affirmative answer is required below whether the sanction arose automatically, by contract—III 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 activities.
nave need in Section 5 in which you have been a principal owner or officer:
<ul> <li>Been debarred by any government agency from entering into contracts with that agency?</li> <li>NO If Yes, provide details for each such instance,</li> </ul>
b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YESNO If Yes, provide details for each such instance.
<ul> <li>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</li> <li>NO if Yes, provide details for each such instance.</li> </ul>
d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO if Yes, provide details for each such instance.
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? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and
<ul> <li>a) Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.</li> </ul>
b) Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
c) Is there any administrative charge pending against you? YES NO/ If Yes, provide details for each such charge.
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 of the underlying facts of which related to the conduct of business? YESNO If Yes, provide

e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
f)	in the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO if Yes, provide details for each such occurrence.
investig subjection	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business epity and/or an affiliated business listed in se to Question 5? YES NO If Yes, provide details for each such gation.
anti-tru includir	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ist investigation and/or any other type of investigation by any government agency, age but not ilmited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
brocee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or admixistrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
to wate	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited rand sewer charges? YES NO If Yes, provide details for each such
	In addinguests, investig subject for, or respondint in addinguests, including principal investig in the proceed provides.

### 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.

i, <u>Vinchs</u> a Roca being duly swom, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of all

20 /

DONNA PALLADING- PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 20

57612 of New York 57612 of New York 576483897 430 in Suffolk County 50 Expires September 30, 20

Helping Hands Consultation Services, Inc Name of submitting business: DIRIA Helping Hands Children Combon

By: Yaneta La Rosa

Signature

Executive Director

8/2/16

Rev. 3-2016

### 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
	Pate: 8/8/16
1	Proposer's Legal Name: Halping Ham's Consultation Service Inc. Children Sen
2,	Address of Place of Business: 100 East main St. Huntington Alvitab
L.I	st all other business addresses used within last five years:
3)	Mailing Address (if different): 20 m-e
Pł	none: <u>031-059-3337</u>
Do	pes the business own or rent its facilities? rent
4)	Dun and Bradstreet number: 01-064-9388
5)	Federal I.D. Number: <u>20-220630 5</u>
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) "5" (000)
7)	Does this business share office space, staff, or equipment expenses with any other business?
	Yes No If Yes, please provide details:
5)    -	Does this business control one or more other businesses? Yes No If Yes, please provide details:

any oth	nis business have one or more affiliates, and/or is it a subsidiary of, or controlled by, ner business? Yes No if Yes, provide details
name o	e proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau or any other government entity terminated? Yes No If Yes, state the founding agency, (if a bond), date, amount of bond and reason for such cancellation iture: or details regarding the termination (if a contract).
11) Has the If Yes, s	proposer, during the past seven years, been declared bankrupt? Yes No state date, court jurisdiction, amount of liabilities and amount of assets
investiga the past a crimina prosecui performe	ast five years, has this business and/or any of its owners and/or officers and/or any business, been the subject of a criminal investigation and/or a civil anti-trust ation by any federal, state or local prosecuting or investigative agency? And/or, in 5 years, have any owner and/or officer of any affiliated business been the subject of all investigation and/or a civil anti-trust investigation by any federal, state or local ting or investigative agency, where such investigation was related to activities at at, for or on behalf of an affiliated business.  No
but not lin has any o any gove agencies	st 5 years, has this business and/or any of its owners and/or officers and/or any business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies? And/or, in the past 5 years, owner and/or officer of an affiliated business been the subject of an investigation by any matters pertaining but not limited to federal, state and local regulatory, for matters pertaining to that individual's position at or relationship to an affiliated. Yes No If Yes, provide details for each such investigation.
charges p	current or former director, owner or officer or managerial employee of this business per before or during such person's employment, or since such employment if the pertained to events that allegedly occurred during the time of employment by the group business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No If Yes, provide details for each such charge.
	b) Any misdemeanor charge pending? Yes No If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No If Yes, provide details for each such conviction
	e) in the past 5 years, been found in violetion of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence.
respect	ast (5) years, has this business or any of its owners or officers, or any other affiliated is had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No if Yes, provide details for the instance
limited to such yes	past (5) tax years, has this business falled to file any required tax returns or falled to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each ar. Provide a detailed response to all questions checked 'YES'. If you need more hotocopy the appropriate page and attach it to the questionnaire
	A STATE OF THE STA
rovide a de totocopy th	tailed response to all questions checked "YES". If you need more space, to appropriate page and attach it to the questionnaire.
') Conflict o a)	le appropriate page and attach it to the questionnaire.
') Conflict o a)	of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no ifflicts 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
7) Conflict o	of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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 Naseau County.  (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 constitution of the conflict of interest or the conflict of interest in the conflict of interest or the conflict or t

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. Jae Markad Should the proposer be other than an individual, the Proposal MUST include:

- Date of formation;
- Name, addresses, and position of all persons having a financial interest in the (ii company, including shareholders, members, general or limited partner;
- Name, address and position of all officers and directors of the company; iii)
- State of incorporation (if applicable); iv)
- The number of employees in the firm; V)
- Annual revenue of firm; vi)
- VII) Summary of relevant accomplishments
- viil) Coples of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Syasset Central School Notrict
Contact Person Dr. Joseph LaMelza, Director of PRS
Address 99 Pell Lane, SHOSSE PA
Clty/State SU088et NY 11791
Telephone 516-364-5616
Fax# . '
E-Mail Address Jamelza @syosset achools org

company Babylon Union Free School District
Contact Person Usa Consolo, Special Education Director
Address 50 Railroad Aug
City/State Bubylon / NY 11702
Telephone <u>031-893-7941</u>
Fax#
E-Mail Address 1 Consoto@babylon ufsd.org
company New Hyde Park-Gorden City Park Schools
company New Hude Park Garden City Park Schools Contact Person Kim Levy, Director of Special Education Services
company New Hude Park Garden City Park Schools  Contact Person Kim Levy, Director of Special Education Services  Address 1950 Hillside Ave.
Contact Person Kim Levy, Directors of Special Education Services  Address 1950 Hillside Are.
Contact Person Kim Levy, Directors of Special Education Services
Contact Person Kim Levy, Directors of Special Education Services  Address 1950 Hillside Are.  City/State New Hyde Park, NY 110006

### 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.

I, Winchi La Roca, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of alle

20 <u>/</u>/s

DONNA PALLADINO- PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 20

asiO-PESCE
asia of New York
A4-4835897
add in Suffolk County
an Expires September 30, 20

Helping Hands Consultation Services, Inc Name of submitting business: DIBIA Helping Hands Children Services

By: Mancha La Rosa

Signature

Executive Director

8 12 116

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014



Connected goals goals success

FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014
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### INDEPENDENT AUDITORS' REPORT

Helping Hands Children Services, Inc. 160 E Main Street Huntington, NY 11743

We have audited the accompanying financial statements of Helping Hands Children Services, Inc. (the "Organization"); which comprise the balance sheets as of June 30, 2015 and 2014, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2015 and 2014, and the changes in its stockholder's equity and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Bohemia, New York

Cerini & Associates LLP

November 20, 2015

### $BALANCE\ SHEETS$

JUNE 30,	 2015		2014
ASSETS (NOTE 4)			
Current Assets:			
Cash (Note 2)	\$ 170,505 690,966	\$	133,811 608,515
Prepaid expenses.	 3,567	<u></u>	3,617
TOTAL CURRENT ASSETS	865,038		745,943
Other receivable	 18,725		21,847
TOTAL ASSETS	\$ 883,763	\$	767,790
LIABILITIES AND STOCKHOLDER'S EQUITY			
Current Liabilities:			
Accounts payable and accrued expenses	\$ 355,487	\$	325,558
Due to related party (Note 3)	11,348		12,267
Line of credit (Note 4)	 250,000		243,013
TOTAL CURRENT LIABILITIES	616,835		580,838
Commitments and contingencies (Notes 2, 3, 4, 5, and 6)			
Stockholder's Equity:			
Capital stock, no par value, 200 shares authorized, issued,			
and outstanding	200		200
Retained earnings	 266,728		186,752
TOTAL STOCKHOLDER'S EQUITY	 266,928		186,952
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ 883,763	\$	767,790

STATEMENTS OF INCOME AND RETAINED EARNINGS FOR THE YEARS ENDED JUNE 30,	2015	2014
REVENUES:		
Program service fees (Notes 2 and 5)	\$ 2,571,578	\$ 2,265,108
TOTAL REVENUES EXPENSES:	2,571,578	2,265,108
Salaries	1,678,819	716,934
Payroll taxes	152,628	46,731
Employee benefits.	62,204	46,140
Repairs and maintenance	119	,
Rent (Note 6)	47,067	58,250
Advertising	4,706	998
Insurance	23,509	27,095
Telephone and utilities	24,133	35,146
Postage	5,073	3,376
Professional fees.	36,530	40,134
Outside services	254,470	1,133,267
Staff development	-	3,936
Employment recruiting.	445	689
Dues and subscriptions.	4,689	2,808
Auto and local travel	14,619	13,397
Fayroll processing.	4,513	3,298
Supplies	28,389	22,381
Interest	15,913	9,881
Miscellaneous	19,884	15,039
Corporate taxes	3,002	1,814
TOTAL EXPENSES	2,380,712	2,181,314
NET INCOME	190,866	83,794
Retained earnings, beginning of year	186,752	235,951
Distributions to stockholder	(110,890)	(132,993)
Retained earnings, end of year	\$ 266,728	\$ 186,752

STATEMENTS OF CASH FLOWS		
FOR THE YEARS ENDED JUNE 30,	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 190,866	Ø 80.704
	\$ 150,000	\$ 83, <b>7</b> 94
Changes in operating assets and liabilities:		
Accounts receivable	(82,451)	(85,876)
Prepaid expenses	50	(3,617)
Other receivable	3,122	952
Accounts payable and accrued expenses	29,929	(16,517)
Due to related party	(919)	(2,733)
Due to funding source	-	(14,359)
NET CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES	140,597	(38,356)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Draws on line of credit.	16,987	65,000
Repayments of line of credit	(10,000)	(31,271)
Distributions to stockholder	(110,890)	(132,993)
NET CASH USED IN FINANCING ACTIVITIES	/1/12 0/12\	(00.044)
THE CHOILDED BY LIVER ACTIVITIES	(103,903)	(99,264)
Net change in cash	36,694	(137,620)
	•	(=,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Cash, beginning of year	133,811	271,431
Cash, end of year	\$ 170,505	\$ 133,811
OTTOWN TO AND WHAT TOYOUT OUT ON THE TOTAL OF THE TOTAL O	-	
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid for interest	\$ 15,913	\$ 9,881
Cach raid for income torce	4 2000	<b>d d</b> 0.5 :
Cash paid for income taxes	\$ 3,002	\$ 1,814

### NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Helping Hands Children Services, Inc. (the "Organization") is presented to assist in understanding the Organization's financial statements. These financial statements and notes are representations of the Organization's management, who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

### **Business Activity:**

The Organization principally provides services to school districts in Nassau and Suffolk Counties. Its primary source of funding comes from fees paid by these school districts for parent training, behavioral intervention, behavioral consultation, and counseling services. Additionally, the Organization is licensed by the New York State Education Department ("SED"). The Organization provides Special Education Itinerant Teacher ("SEIT") services and receives funding from New York City and Nassau and Suffolk Counties for these SEIT services.

### Basis of Accounting:

These financial statements are prepared on the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when incurred.

### Revenue Recognition:

The Organization recognizes revenue based upon units of services provided. SEIT services are reimbursed according to an annual cost-based tuition rate per child promulgated by SED, subject to certain screens.

### Property and Equipment:

Property and equipment are stated at cost. The cost of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred.

When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain/loss is included in income/expense.

Depreciation and amortization of property and equipment are provided utilizing the straight-line methods over the estimated useful lives of the respective assets as follows:

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### Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# HELPING HANDS CHILDREN SERVICES, INC.

# NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## Recruiting Costs:

Recruiting costs associated with attracting and retaining staff are expensed as incurred.

## Income Taxes:

The Organization has elected tax status under "Subchapter S" of the Internal Revenue Code. Accordingly, there is no provision for federal and New York State income taxes for 2015 and 2014. Under "Subchapter S," the Organization's taxable income is taxed directly to the stockholder for federal and state income tax purposes. As such, the Organization's stockholder has reflected the income taxes associated with the Organization's earnings on her personal income tax returns. The City of New York does not recognize "Subchapter S" status for corporations for tax purposes.

The Organization evaluated its activities for uncertain tax positions and has determined that there were no uncertain tax positions for 2015 and 2014.

The Organization's policy is to classify accrued interest and penalties related to any unrecognized tax positions in the provision for income taxes. The School files income tax returns in New York State and New York City. The open years subject to examination by the Internal Revenue Service and various localities range from 2012 to 2015.

#### Receivables:

Receivables are based upon the amount management believes it will collect from the outstanding balances. SEIT receivables are calculated using the estimated final reimbursement rate, the number of children enrolled in the program, and the amount paid to the Organization during the fiscal year. During fiscal 2014 management reviewed outstanding receivables and established a reserve of approximately \$84,000 for the year ended June 30, 2014 to cover potential uncollectible amounts. This reserve remained unchanged as of June 30, 2015.

#### **Events Occurring After Report Date:**

The Organization has evaluated events and transactions that occurred between July 1, 2015 and November 20, 2015, which is the date the financial statements were available to be issued, for possible disclosure and recognition in the financial statements.

# Reclassification:

Certain balances reflected on the statements of income and retained earnings for the year ended June 30, 2014 were reclassified to conform to the current year presentation.

# HELPING HANDS CHILDREN SERVICES, INC.

# NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

#### **NOTE 2 - CONCENTRATIONS OF RISK**

The Organization predominantly works with school districts in Nassau and Suffolk Counties. As of June 30, 2015 and 2014, the Organization's accounts receivable consisted of 72% and 74%, respectively, of amounts due from such school districts. Total program service fees consisted of 96% and 84%, from school districts in Nassau and Suffolk Counties for the years ended June 30, 2015 and 2014, respectively.

From time to time, the Organization may have cash on deposits with financial institutions that are in excess of Federal Deposit Insurance Corporation limits.

#### **NOTE 3 - RELATED PARTIES**

The Organization is related to Helping Hands Behavioral Outreach, Inc. ("HHBO"), a nonprofit organization. The stockholder of the Organization is the executive director of HHBO. The Organization owes monies to HHBO attributable to monies deposited into the Organization's bank account intended for HHBO.

#### NOTE 4 - DEBT

The Organization has a line of credit with a bank that is personally guaranteed by the stockholder of the Organization. The agreement allows the Organization to borrow up to \$250,000 at 4.75%. As of June 30, 2015 and 2014, the Organization had an outstanding balance of \$250,000 and \$243,013, respectively. The line is secured by substantially all of the assets of the Organization.

## NOTE 5 - CONTRACTUAL OBLIGATIONS

Contractual agreements with various governmental entities are subject to special audit. Such audits could result in claims against the Organization for disallowed costs or noncompliance with contract terms. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined at this date.

## **NOTE 6 - COMMITMENTS AND CONTINGENCIES**

## <u>Leases:</u>

During April 2011, the Organization entered into a lease agreement for its headquarters in Huntington, New York that expires April, 2016. The lease provides for equal monthly installments of \$4,100 throughout the lease term. Beginning July 2014, the landlord decreased the monthly rental payments from \$4,100 to \$3,000 through the end of the lease. Future noncancelable minimum lease payments due under the office space lease agreement is \$30,000 for the year ended June 30, 2016.

# HELPING HANDS CHILDREN SERVICES, INC.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

# NOTE 6 - COMMITMENTS AND CONTINGENCIES (continued)

During January 2012, The Organization entered into a lease agreement with Family Residences and Essential Enterprises, Inc. ("FREE"), an unrelated third party, for the period of January 1, 2012 through December 31, 2012. This agreement provides for an annual license fee of \$10,550, payable in equal monthly installments of \$879. This agreement has not been renewed but remains on a month to month basis.



Hand in Hand Children Succeed 160 East Main Street ~ Huntington, NY 11743 Main Telephone: (631) 659-3337, Main Fax: (631) 659-3338

E mail: info@helpinghandschildren.com

www.helpinghandschildren.com



Vanetta LaRosa, Ph.D., BCBA-D Executive Director

Kimberly Guillem, M.S. Ed. Senior Director

# **Special Education Services**

#### Part I: Management and Qualifications

- A. Vanetta LaRosa, Ph.D., BCBA-D, LBA, Executive Director
- B. Agency Name: Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services. We are a business Corporation, Tax ID, 20-2200225. Our legal name is Helping Hands Consultation Services, Inc. D/B/A/ Helping Hands Children Services. We are registered with New York State Department of Education under this name and tax ID number and we are registered with the NYS Dept. of State. Our agency code with the New York State Education Department is 800000062813. We have approval in Nassau and Suffolk Counties as well as in NYC and upstate New York.
- C. Main Addresses: 160 E. Main St. Rear Building, Huntington, NY 11743
- **D.** Telephone Number: (631) 659-3337
- **E.** Fax Number: (631) 659-3338
- **F.** E mail: www.helpinghandschildren.com (website)

info@helpinghandschildren.com

Contact Person: Kimberly Guillem, M.S., Ed. Office number: (631) 659-3337 - option 1.

Fax number: (631) 659-3338

E-mail: kguillem@helpinghandschildren.com

#### G. Credentials and Qualifications

Helping Hands Consultation Services, Inc., d/b/a/ Helping Hands Children Services is a leading agency in providing Behavioral/ABA/Behavioral training, Special Education, Parent training, home tutoring, Social Skills/afterschool program, Consultation(Autism, Co-Teaching), Extended school day, Staff Development, Psychological, Transition, and vocational services. We are proud of our established business with strong clinical and administrative leadership. We have provided the aforementioned services successfully for 11 years in the NY area and now serve close to 70 schools in over 50 districts. We have a sister not for profit agency, the Behavioral Outreach, established in 2004 that receives NYS grant funding from the Office of People with Developmental Disabilities (OPWDD). We offer a 12-month Saturday respite/recreation program as well as summer and school break respite services that are community based. We also provide an after-school program. We are SED approved agency. We provide ABA/Autism services through most major insurance companies; we also provide ongoing field related trainings on a variety of topics of high interest to parents and professionals of all levels.

We at Helping Hands currently provide a wide variety of in—school and after-school Special Education Related Services including but not limited to: Behavior Consultation, Autism services, BCBA services, trainings/workshops, behaviorally trained one-to-one paraprofessionals, Special Education Teacher Services, Tutorial services, Parent Training, supervision of home ABA cases, Resource Room, Home Instruction, and Social Skills programming. We have helped to set up ABA classrooms in many districts and serve as a valuable resource for teachers and administrators alike. We have SED approval to provide various other related services such as Speech and Language Therapy, OT and PT as well.



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Kimberly Guillem, M.S. Ed. Senior Director

We were established over 10 years ago, and on average serve well over 350 students and have over 100 employees. We have full time doctoral level clinical staff as well as a full administrative team. The owner and Executive Director of HHCS, Inc. is a Doctoral Level NYS Licensed Behavior Analyst and Educational Psychologist with 24 years of field related experience. Our BCBA's are highly trained. We provide BCBA training and supervision and teach BCBA courses at local Universities.

Evidence of our licensing to provide Special Education related services and to practice in the state of New York (attached legal documents and SED approval letters)

## H. Experience and Expertise

Our Board Certified Behavior Analysts, Special Educators and providers have advanced knowledge and experience in Applied Behavior Analysis, Psychology, Administration and Special Education. Our Special Education supervisors have documented advanced level experience as well as education and certifications in all essential areas that are related to the services listed in this proposal. Together our team's credentials present well-rounded expertise that we are eager to share. We are proud to be known as a specialty behavioral services agency in the New York area! Not only do we have experienced behavioral providers, our Special Educators also have a variety of certifications to provide specialized training in such areas as reading and literacy, including the Wilson and Orton–Gillingham reading programs. We provide CPI training to schools.

We specialize in servicing students with a wide range of developmental, behavioral and emotional challenges. Students with Autistic Spectrum Disorders, Developmental and Emotional Disabilities, Attention Deficit Hyperactivity Disorder, Oppositional Defiant Disorder, Down Syndrome, Profound Multiple Disabilities, Deaf-Blindness, Fragile X, Down Syndrome, and other diagnoses get the help they need from us in conjunction with the school teams we serve.

Our highly trained professionals, leadership model, and our focus on scientific based teaching methodologies have proven to be a perfect combination to effectively assist students in need.

We have a pool of highly qualified providers ready to work with students in the Mineola UFSD. We ensure each of our providers and/or staff members are able to meet the exact needs of a student before assigning them to their case. The placement process for pairing our providers with students is something we take very seriously. It is a firm belief of ours that a provider of service must be matched to a student based on the specific needs of the student. We make every effort to ensure that therapists make a commitment to their case, and that everyone involved is set up for success. We monitor each assignment closely to ensure each student and school district's needs are being met.

#### Key Personnel to be assigned to Mineola UFSD

Respondent for all Special Education Related Educational Services listed in this proposal.

Senior Director: Kimberly Guillem, M.S., Ed.

Office number: (631) 659-3337 - option 1.

Address (office): 160 E. Main St. Huntington, NY 11743

Fax number: (631) 659-3338

E-mail: kguillem@helpinghandschildren.com



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Vanetta LaRosa, Ph.D., BCBA-D Executive Director

Kimberly Guillem, M.S. Ed. Senior Director

\*Actual providers of services are listed later in the proposal in appendix A.

Executive Director: Vanetta LaRosa, Ph.D., BCBA-D, and NYS Licensed Behavior Analyst will oversee all ABA, BCBA, and Autism Related Services

Address (office): 160 E. Main St. Huntington NY 11743

Office number: (631) 659-3337 - option 8.

Fax: (631) 659-3338

E mail: vlarosa01@helpinghandschildren.com

#### Vanetta LaRosa, Ph.D., BCBA-D

- 16 years of related experience (post Graduate), 13 years post BCBA Certification, 25 total years of field experience.
- Completed a Ph.D. in Educational Psychology with a sub-specialty in human learning and development from Southern Illinois University.
- Currently in Post-Doctoral Re-specialization program in Neuropsychology
- BCBA-D (Board Certification in Behavior Analysis Doctoral), NYS Licensed Behavior Analyst
- Published ABA oriented research
- Conducted hundreds of functional behavioral assessments and implemented related behavior intervention plans to students at the pre-school, elementary, middle and high school levels
- Worked in schools and private agencies for 22 years, and in leadership positions for over 10 years.
- Has over 10 years of college level teaching experience (including BCBA and graduate Psychology courses).
- In the past three years Dr. LaRosa has provided ABA/Behavior consultation to various school teams. The three most recent are: Southold UFSD, Wyandanch UFSD, Port Washington UFSD, Westhampton Beach UFSD and Roslyn UFSD.

Regarding Applied Behavior Analysis, Dr. LaRosa the founder and Executive Director, was directly trained by some of the industry's top scholars and some of the most well published professors in the field. Her Ph.D. in Educational Psychology with a sub-specialty in human learning and development is from the very first ABA oriented doctoral program in the United States. One of her most cherished mentors the late Dr. Barbara Cordoni founded the clinical ACHIEVE center in 1978 at Southern Illinois University which was the first college program for students with Learning disabilities. While there she worked under Dr. Cordoni in a doctoral fellowship learning to administer psycho-educational batteries. Her combination of skills gives the agency's staff a well-rounded perspective that incorporates education, leadership, psychology, and applied behavior analysis. She has enjoyed 23 years of work in this field at all levels of service from direct care to executive leadership. She has written and successfully executed hundreds of Behavior Intervention Plan in school settings. She is now in a Neuropsychology Post Doctoral program and is being trained by Dr. Elkhonon Goldberg, one of the world's most prominent Neuropsychologists.

## Senior Director: Kimberly Aloisi Guillem, M.S. Ed.

Kimberly Aloisi Guillem oversees all Applied Behavior Analytic and Special Education related services for the agency. She also leads the data analysis team. She oversees the cases in school districts, works closely with the providers to supervise and provide support. She communicates with school district administration, parents and providers to ensure that everyone is working together to meet the needs of the students and following the mandates of the IEP.



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Vanetta LaRosa, Ph.D., BCBA-D Executive Director

Kimberly Guillem, M.S. Ed. Senior Director

- Kimberly is a Certified Special Education teacher (Permanent Certification in Special Education Birth-21)
- Kimberly completed her BCBA course and supervision work and taking the certification exam in February 2015.
- She has been trained in Verbal Behavior, Discrete Trial Teaching/ program development/supervision, and numerous other methodologies of ABA.
- Kimberly has been an administrator in a private school and has been an independent contractor providing home and school services for over 10 years.
- Recent school districts worked in include but are not limited to: Syosset, Lindenhurst, Port Washington, Wyandanch, Westhampton Beach and Great Neck.

#### Clinical Coordinator/Senior Behaviorist: Maureen O'Grady, M.A., BCBA

As the Clinical Coordinator and Lead Behaviorist, Maureen works directly with the Senior Director coordinating services between the school districts, insurance companies, parents and providers. She participates in our Data Team. She is active in research that is necessary for the development of new programs and trainings within our agency. Maureen oversees the development of our insurance department and provides parent training and supervision to our insurance and district cases. She also assists the Executive Director and Senior Director in various projects, one of which is grant proposals.

- Maureen has a M.A. in Applied Behavioral Analysis.
- She is a Board Certified Behavior Analyst and NYS Licensed Behavior Analyst.
- Maureen has held a leadership position at HHCS for 3 years.
- She has years experience working as an After School Teacher for disadvantaged youth on Long Island. During that time, she led numerous educational and creative activities while maintaining a safe environment for her students.
- Maureen also has experience as an Assistant Teacher in a Bilingual Pre-Kindergarten classroom. While in
  this position, Maureen taught and encouraged the acquisition of the English language to Spanish speaking
  children.
- Maureen has a strong interest in research that focuses on interventions for individuals with special needs and has experience analyzing and reporting on psychological journal articles.
- Recent school districts worked in include but are not limited to: Freeport, Harborfields, New Hyde Park, and Northport-East Northport.

## Lead Behaviorist 2/Special Education Teacher: Jackie D'Angelo-Hunt, M.S., Ed.

As the Lead Behaviorist 2 and Special Education Teacher, Jackie works with our Crisis Response Program, providing services for students identified to be in crisis by the school district. Jackie provides academic and behavior support and services to the select students. Jackie also provides parent training, ABA and Behavior Consultation services in various school districts. Jackie is also a member of our data team. Jackie also provides Crisis Prevention Intervention trainings. Overall, Jackie is an active member of the Helping Hands team.

- Jackie is a certified CPI instructor.
- Jackie has her B. S. in Childhood Education
- Jackie received her Master's degree in Special Education and is certified in both Special Education and Childhood Education grades 1-6.
- Jackie has over 6 years teaching experience.
- Jackie has experience working with student from 6 months to 21 years of age.



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- Jackie has experience in incorporating technology, visual aids, social stories and other resources into lessons and activities to further motivate a student.
- Jackie has experience utilizing IEP Direct to create goals and report progress.
- Jackie is also fluent in Italian and has knowledge of conversational Spanish.
- Recent school districts worked in include but are not limited to: Syosset, Lindenhurst, Roslyn, Wyandanch, Babylon, Plainview-Old Bethpage, and Freeport.

## Senior Behaviorist: Jordan Freeman, MS Ed, BCBA

As the Senior Behaviorist, Jordan provides behavior consultation and parent training services as well as supervision and training through insurance cases. He also works directly with the Senior Director to provide various trainings and workshops. He is active in research that is necessary for the development of new programs and trainings within our agency. He also assists the Executive Director and Senior Director in various projects, one of which is coursework offered through the agency.

- Jordan graduated from SUNY Binghamton with a degree in Psychology with a Concentration in Applied Behavior Analysis.
- He has been in the field of autism and Applied Behavior Analysis since 2001.
- He received his Masters in General and Special Education with a Concentration in Autism from C.W. Post in 2007 and received a Certificate in ABA from the University of North Texas in 2009.
- He became a BCBA in 2010.
- He worked as a teacher at a private school for children with autism in Queens for 10 years. During this time, he working with students of varying levels and with varying behaviors.
- In addition, he served as a supervisor on insurance cases for the past three years.
- Recent school districts worked in include but are not limited to: Herricks, Lindenhurst, Roslyn, and Levittown.

## Education and Administration Advisor: Jane Albert, Ed.D., SDA (Consultant)

Dr. Albert advises on all Special Education related matters.

- Dr. Albert has thirty years of experience in the area of special education.
- Dr. Albert has been both a principal and a Director of Pupil Personnel Services where she was responsible for all program implementation as well as supervision of eighty special education certified staff members.
- Recently retired as PPS Director
- Currently consults as Interim PPS Director in a Long Island School district.

Our experience and expertise focusing on special education services provided for school districts focuses on ABA, Autism and Behavior Intervention Services. We have worked with many students who have challenging behaviors, and always strive to assist all students in achieving behavioral and educational success. We have worked hard to assist many families and have helped them to trust and rely on their district to meet their children's needs. Specifically for school districts we have been successful in:

- · Working with school staff to set up new ABA oriented classrooms
- Providing specific trainings on Autism and Behavior intervention topics
- Providing parent training services to parents with high levels of need
- Working with challenging students who display aggressive behaviors
- Working with students with Emotional Disabilities and noncompliance
- Helping students transition back to school after being suspended
- Working with students while on home instruction



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- Assist the district in building strong communication between home and school
- Working as a crisis response team to provide support and proactive strategies to school teams and families
- Providing top quality level FBA's, BIP's and Behavior Consultation to school teams and families for more intricate cases

**Special Expertise**: We also offer a **Center Based after school program** to implement social skills training and individualized programming, based on students' goals. Trained staff is working with all students. A nurse is available upon request to meet our students' medical needs. We offer **BCBA supervision and training**.

We also offer a **Crisis Response Program** to assist students who are on home instruction or in between placements due to behavioral needs. We work with the students to stabilize their behaviors within a 1:1 setting. We provide a skilled and trained certified teacher as well as a behavior consultant to provide support and feedback.

No matter what service we are providing, we run a data based program. We have a data team that reads every log note and analyzes every graph to ensure student progress. Our effective special education related services support all IEP related goals as well as in school learning and behavioral objectives in an analytic and therapeutic manner.

We are unique in part because our full time staff as well as consultant team is comprised of many professionals who are Board Certified Behavior Analysts or who are completing this credential, our special educators, psychologists, social workers, counselors and paraprofessionals all have significant behavioral training, we have advanced data systems that offer districts the most detailed information, the behavior services are led by a Doctoral level Board Certified Behavior Analyst, with a Ph.D. in Educational Psychology. We offer regular trainings on a variety of cutting edge topics such as: Apps & technology, graphing, and much more.

We provide BCBA supervision hours to consultants and employees who work for us, and therefore attract the most qualified professionals. Helping Hands is approved by the continuing education board of the Behavior Analyst Certification Board (BACB.com) to provide continuing education activities in Behavior Analysis. We offer a quality BCBA supervision program to those in need of mentorship. We are an approved Behavior Analysis Certification Board CEU provider and provide a variety of useful workshops and trainings.

# **Our Additional Core Services:**

- Applied Behavior Analysis/Behavior Consultation/Autism Consultation: Our Behaviorists/special educators provide classroom teacher(s) and support staff with suggestions and strategies through observations and modeling with the student(s) we serve. We also train the classroom staff on data collection and recommended behavior management strategies. We collect data and write Functional Behavior Assessments and discuss the findings with the school team. We work with school teams to create Behavior Intervention Plans (BIP's) that builds the student's success and increases appropriate behaviors while decreasing inappropriate behaviors. We monitor all BIP's through data collection and observation so that we are able to make modifications as needed. We have hundreds of students who have made documented progress while utilizing our plans.
- Trainings: Our agency provides cutting edge, industry favorite parent and staff trainings within the district to educate and introduce new strategies and procedures. Our staff is trained in Crisis Intervention and Prevention (CPI).



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- Teacher Consultation: Our behaviorists/special educators meet with classroom teachers to discuss their classroom management strategies. They then observe the teacher within the classroom and provide feedback regarding the observation. We make suggestions to modify an existing strategy, add a new strategy or remove an ineffective strategy. All in all it is an open dialogue that promotes cooperation.
- ABA/Extended Day services: We work directly with students within the homes and community settings. We create programs that follow the student's IEP goals as well as promote independence within the home and community. We also work with the family so that they continue to implement the programs established within the home. We ensure ongoing communication with school district teams.
- Parent Training: We support a true parent-training model distinct from direct service models. We meet with the student, the parents/caregiver of the student and the siblings if needed. We then provide the family with various strategies and model these strategies for the family with the student. We then have the family utilize these strategies while observing to provide feedback on the correct implementation of the strategies. Parents have been thrilled with the changes they have seen in their homes as a result of our work with them. We understand that parent training must be data based. Having measurable goals and objectives are a critical part of parent training sessions, and just like all related services, data is essential and required. We train parents to work with their children on a lifelong basis by understanding the fundamentals of ABA, as well as the specific characteristics that go along with their children's disorders. We focus on helping parents understand, and effectively manage, difficult behaviors in their homes and community settings. We always support school team driven objectives.
- Setting up Applied Behavior Analysis Classrooms: We have created and implemented hundreds of ABA programs. In this capacity we train classroom staff and deliver professional development workshops for the school staff. We continue to support the Autism Programs we have created by providing classroom support on a regularly scheduled basis. We have set up a communication system with classroom teachers so that we may be consulted on an ongoing basis. We teach staff the specifics of Discrete Trial, Verbal Behavior programming, as well as utilizing ABA techniques like shaping, fading, modeling, chaining, etc. to improve student learning and outcome measures.
- Resource Room: Our Special Educators have worked with many students in classrooms to facilitate learning along with a classroom teacher. We provide the individualized support the student needs either individually or in a small group while integrating into the classroom setting. We act as a consultant to the teacher as well.
- Home Instruction: Our Special educators provide direct service to the student they are working with. During home instruction they work on goals derived from the student's IEP: educational, behavioral, social and daily living skills. Our Special educators have demonstrated success with many students who present with challenging behaviors. Our Special educators always invite the parents and families to participate in their sessions to ensure consistency and follow through. We feel that communication with the parents and families is so important for the student's success and progress.

#### In addition:

- ✓ We hold round table discussions with our providers to trouble shoot and brainstorm about all students'
  needs
- ✓ As part of our in-school behavior consultation, we work in a hands-on manner, writing and developing Functional Behavior Assessments and related Behavior Intervention Plans, while working along with classroom staff to ensure effective implementation.
- ✓ We ensure that our functional behavioral assessments (FBA's) and behavior intervention plans (BIP's) are quality documents that are useful and easily utilized.
- ✓ We have implemented hundreds of Behavior Intervention Plans successfully in school settings and students' progress has been documented.



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Kimberly Guillem, M.S. Ed. Senior Director

✓ Our data is truly impressive!

## **Expertise with public sector clients**

Helping Hands' sister program, Helping Hands Behavioral Outreach, Inc. is a not for profit program that Dr. LaRosa started in 2004. It is designed to provide social skills training and recreation involving peer models to students with autism and developmental disabilities aged 5 to 21. We support children form a variety of school districts.

At the Behavioral Outreach we provide respite programs during all school breaks. We were awarded a grant by the Family Support Services of the Office for People with Developmental Disabilities (OPWDD) in 2004. It is a center-based program after-school for students with severe behavioral needs and a community-based program during school breaks. We provide a mixed model on Saturdays, including socialization, recreation, and community integration. We work together with Family Residences and Essential Enterprises, Inc. to make this program a success. Our Saturday not for profit program is a full day, 12-month program that offers a variety of therapies (e.g., art, music, dance therapies) and provides peer model.

During our after-school program we provide services to students in various districts with aggressive and problem behaviors that prevent them from experiencing other after-school programs.

We also provide behavior and autism consultation to adult oriented agencies such as FREE, Inc.

Regarding transition services, we work together with FREE, Inc. as well. FREE has a variety of unique adult programs and day opportunities. The success of our sister not for profit agency, funding sources, grants awarded and relationships with agencies like FREE, Inc. shows our history in working in a variety of ways with public sector clients.

#### **Our CPSE 4410 Services**

We are an SED 4410 approved agency. We were granted the approval to provide Special Education Itinerant Services in Nassau and Suffolk counties as well as New York City. Since we specialize in helping students with Autism Spectrum Disorders, developmental disabilities, learning disabilities, and behavioral challenges, we take this critical learning period in student's lives very seriously. We provide IBI aides (for ABA), SEIT services as well as Parent Training and counseling, Speech and Language Therapy, Occupational and physical Therapies.

#### **Early Intervention Services**

We are an approved Early Intervention provider, classifications 4410. Our approved services include: Core and supplemental evaluations, service coordination services, service provider including: home & community based individual collateral visits, facility based individual/collateral visits, parent-child groups, group developmental intervention, family/caregiver support groups.

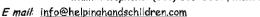
#### **Insurance Services**

We provide Autism/ABA services through most major insurance companies.

## Officers and Associates of HHCS, Inc.



Hand in Hand Children Succeed 160 East Main Street ~ Huntington, NY 11743 Main Telephone: (631) 659-3337, Main Fax: (631) 659-3338



www.helpinghandschildren.com



Vanetta LaRosa, Ph.D., BCBA-D Executive Director

Kimberly Guillem, M.S. Ed. Senior Director

Dr. Vanetta LaRosa, BCBA-D is the sole owner of Helping Hands, the Executive Director and the person submitting and signing this proposal.

I. 2. Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services. We are a business Corporation, Tax ID, 20-2200225. Our legal name is Helping Hands Consultation Services, Inc. D/B/A/ Helping Hands Children Services. We are registered with New York State Department of Education under this name and tax ID number and we are registered with the NYS Dept. of State. Our agency code with the New York State Education Department is 800000062813. We have approval in Nassau and Suffolk Counties as well as in NYC and upstate New York.

#### J. Reference List.

- 1.) Dr. Joseph LaMelza, Ed.D., Director of Pupil Personnel Services, Syosset Central School District. He may be reached at (516) 364-5616. The address to send correspondence is 99 Pell Lane, Syosset, NY 11791. We have provided behavior and special education related services to this school district since 2009/2010.
- 2.) Mehri Fryzel, Executive Director of Pupil Personnel Services, Port Washington Union Free School District. She may be reached at 516-767-4900. The address to send correspondence is 90 Avenue C, Port Washington, NY 11050. We have provided behavior and special education related services to this school district since 2007/2008.
- 3.) Dr. Christopher Long, Ed.D., SDA, Chief Administrative Officer of Family Residences and Essential Enterprises, Inc., Child Development Center of the Hamptons charter school (CDCH) administrator. He may be reached at (516) 870-1608. The address to send correspondence is 191 Sweet Hollow Rd. Old Bethpage, NY 11804. FREE, Inc. is a Not for
- Profit agency with OPWDD operating license that we have provided behavior consultation, staff trainings and workshops, workshops to OPWDD staff, operate in conjunction a Saturday socialization program, and provide behavior consultation to CDCH charter school. We have worked together since 2005.
- 4.) Erica Klock, Ms. Ed., Behavior Intervention Specialist, Lindenhurst Public Schools. She may be reached at (631) 867-3100. The address to send correspondence is McKenna Administration Building, 350 Daniel Street, Lindenhurst, NY 11757. We have provided special education related services to Lindenhurst Public Schools since 2007.
- 5.) Lisa Consolo, MS Ed, Special Education Director, Babylon Union Free School District. She may be reached at (631)-893-7941. The address to send correspondence is 50 Railroad Avenue, Babylon, New York 11702. We have provided home services, CPI training and Crisis Response Programming to this district since 2013.
- 6.) Kim Levy, Director of Special Education Services, New Hyde Park-Garden City Park Schools. She may be reached at (516) 434-2307. The address to send correspondence is 1950 Hillside Avenue, New Hyde Park, NY 11040. We have provided home services, behavior consultation and CPI training to this district since 2013.

#### Similar Contracts Awarded and dates of service (All current except where indicated)

We have been contracted to provide the special education related services to the districts listed below. All are current:

- School Districts since 2001, 2002-2003
  - o New York City Districts 75, 19, 12 and 10
- School Districts since 2004-2005



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- Plainview-Old Bethpage Union Free School Districts
- School Districts since 2005-2006
  - o Roslyn Schools
  - o Jerusalem Avenue BOCES (ended in 2008)
- School Districts since 2006-2007
  - o East Rockaway Union Free School District
  - o Freeport Union Free School District
- School Districts since 2007-2008
  - o East Williston Union Free School District
  - o Lawrence Union Free School District
  - Lindenhurst Union Free School District
  - Port Washington Union Free School District
  - o Smithtown Central School District
  - Uniondale Union Free School District
  - Wantagh Union Free School District
- School Districts since 2008-2009
  - o Bayport-Blue Point School District
  - Bethpage Union Free School District
  - Deer Park Union Free School District
  - o Half Hollow Hills Union Free School District
  - Jericho Union Free School District
  - o New York City Region 02 D08, District 8, 11, and 12
- School Districts since 2009-2010
  - Northport-East Northport Union Free School Districts
  - Western Suffolk BOCES and its component districts
  - Syosset Union Free School District
  - o South Huntington Union Free School District
- School Districts since the 2010-2011
  - o Child Development Center of the Hamptons
  - o Island Trees Union Free School District
  - o Valley Stream Central High School District
  - Valley Stream Union Free School Districts #13, #24, and #30
  - o North Shore Central School District
- Districts contracted 2011-2012
  - o Elmont Union Free School District
  - Hampton Bays Union Free School District
  - Herricks Union Free School District
  - o Islip Union Free School District
  - Manhasset Union Free School District
  - Merrick Union Free School District
  - West Hempstead Union Free School District
  - o Wyandanch Union Free School District
- School Districts contracted 2013-2014
  - Babylon Union Free School District
  - Cold Spring Harbor Central School District



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- Commack Central School District
- o Farmingdale Public Schools
- Huntington Union Free School District
- o Kings Park Central School District
- Middle Country Central School District
- o New Hyde Park-Garden City Park Union Free School District
- North Bellmore Public Schools
- o Plainedge Public Schools
- Rocky Point Union Free School District
- Westhampton Beach School District
- School Districts since 2014-2015
  - South Country CSD
  - o Harborfields CSD
- Nassau CPSE for the 2010-2011 school year
  - o Freeport Union Free School District
  - o Great Neck Union Free School District
  - Port Washington Union Free School District
- Nassau CPSE for the 2012-13 school year
  - Bethpage Union Free School District
  - o Freeport Public Schools
  - o Great Neck Union Free School District
  - o Levittown Public Schools
  - o North Shore Schools
  - o Port Washington Union Free School District
  - Roslyn Public Schools
  - Syosset Central School District
- Nassau CPSE for the 2013-14 school year
  - o Jericho Public Schools
  - o Uniondale Public Schools
- Nassau CPSE for the 2014-15 school year
  - o Uniondale School District
  - o Levittown Public Schools
  - Oceanside School District
- Suffolk CPSE for the 2012-13 school year
  - o Lindenhurst Public Schools
- Suffolk CPSE for the 2013-14 school year
  - o Half Hollow Hills Central School District
  - Mount Sinai School District
  - West Babylon Union Free School District
- NYC CPSE
- Adult and Private Agencies (2006-Present)
  - o Family Residences and Essential Enterprises, Inc.
  - o Home Care Therapies DBA Horizon Healthcare Staffing



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- ✓ In the 2012-13 and 2013-14 school years we worked with Wyandanch UFSD through a grant to provide hands on classroom management and behavior management trainings to the teachers within their classrooms. We provided oversight and training to our providers. Our Senior Behaviorist attended planning meetings with the school district to discuss progress and strategies utilized throughout the program.
- ✓ We co-led a middle school social skills program for the Roslyn district for several years that we created specifically for middle school students.
- ✓ We worked with the BOCES Jerusalem Avenue team to provide behavioral consultation to students with emotional disabilities and severe aggression for three school years and help revise the school wide behavior system in an effort to reduce suspensions.
- ✓ As of the 2010-2011 school year, we also began providing consultation services to the Child Development Center of the Hamptons (CDCH), which is a fully integrated charter school serving children from preschool through grade 5. We support classrooms on all grade levels in the school in addressing behavioral challenges. CDCH
- ✓ Introduced a self-contained Kindergarten-First Grade classroom, that we were instrumental in starting. We have widely accepted by the staff there.
- ✓ We have worked with BOCES in districts who were awarded grant funds to provide behavioral assistance to students while training staff.
- ✓ During the 2009-2010 School Year, we also had the wonderful opportunity to provide vocational training for a student. This student came to our office every week where she received job training. She learned to improve typing and phone skills, working on a resume and her interview skills, and acquiring valuable office skills that she will be able to generalize to any work setting.

These are just a few examples of our unique and highly individualized delivery of services. We enjoy working in all facets of Special Education Related Services!

# COUNTY OF NASSAU

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

	Iblaina Hands Consulation Services Trans			
1.	Helping Hands Consultation Services Inc Name of the Britis. DIB/A Helping Hands Children Services			
	Address: 160 East Main St.			
	City, State and Zip Code: Hornington, NV 11743			
2.	Entity's Vendor Identification Number: 30-220025			
3.	Type of Business: Public Corp Partnership Joint Venture			
	Ltd. Liability Co Closely Held Corp "S"COIP Other (specify)			
Director of Join	List names and addresses of all principals; that is, all individuals serving on the Board of or comparable body, all partners and limited partners, all corporate officers, all parties t Ventures, and all members and officers of limited liability companies (attach additional if necessary):			
Vaneta La Rosa - Executive Director				
29 MilmohrCT, Northport, NY 11768				
	The second secon			
Syntheric State State States (				
5.	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholdres/pariners/members. If a Publicly			
held Co	proparation include a copy of the 10K in lieu of completing this section.			
$N\tilde{U}$	ne Ha I glosa - Executive Sirector - member			
<u></u>	9 Milmohr CT Northpat, NY 11768			

subsidiary be updated	affiliated and related companies and their relationship to the firm entered on line f none, enter "None"). Attach a separate disclosure form for each affiliated or company that may take part in the performance of this contract. Such disclosure shall to include affiliated or subsidiary companies not previously disclosed that participate or mance of the contract.
	none
**************************************	
7. List all lo	bbyists whose services were utilized at any or any
organization oefore - Nas committees, Planning Co levelopmen erm "lobby	bbyists whose services were utilized at any stage in this matter (i.e., pre-bid, I, etc.). If none, enter "None." The term "lobbyist" means any and every person or retained, employed or designated by any client to influence - or promote a matter sau County, its agencies, boards, commissions, department heads, legislators or including but not limited to the Open Space and Parks Advisory Committee and mmission. Such matters include, but are not limited to, requests for proposals, tor improvement of real property subject to County regulation, procurements. The st" does not include any officer, director, trustee, employee, counsel or agent of the assau, or State of New York, when discharging his or her official duties.
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organization oefore - Nas committees, Planning Co levelopmen erm "lobby	retained, employed or designated by any client to influence - or promote a matter sau County, its agencies, boards, commissions, department heads, legislators or including but not limited to the Open Space and Parks Advisory Committee and mmission. Such matters include, but are not limited to, requests for proposals, tor improvement of real property subject to County regulation, procurements. The st" does not include any officer, director, trustee, employee, counsel or agent of the assau, or State of New York, when discharging his or her official duties.
organization before - Nas committees, Planning Co developmen erm "lobby	retained, employed or designated by any client to influence - or promote a matter sau County, its agencies, boards, commissions, department heads, legislators or including but not limited to the Open Space and Parks Advisory Committee and mmission. Such matters include, but are not limited to, requests for proposals, tor improvement of real property subject to County regulation, procurements. The st" does not include any officer, director, trustee, employee, counsel or agent of the assau, or State of New York, when discharging his or her official duties.

# Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
N/A
(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.
Dated: 8 2 1 c Signed: Will
Print Name: Vane Ha La Rosa
Title: Executive Director

# Page 4 of 4

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.

# MWBE FORM

□ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time by the Comptellants Office with the contract of the contraction.
time, by the Comptroller's Office prior to the approval of claim vouchers.  Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.
Vendor will not require any sub-contractors.

#### U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211), (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower fler participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vane to Large Executive Director Name and Title of Authorized Representative	
Name and Title of Authorized Representative	m/d/yy
Signature Signature	8/2/16
Signature	Date
Helping Hands Cansultation Services, Inc. DIBI Name of Organization Helping Hands Children Services	A
Name of Organization Helping Hands Children Services	
140 East Main St, Huntington, NY117	113
Address of Organization	
•	
•	

CUP FORM 4061/4 (REV. 2/89) Previous editions are obsolete

# Redacted copy of Contract

You may submit, in addition to your routine paperwork, a duplicate redacted version of this contract package. This "web site ready" paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval.

The "website ready" paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the Contractor will have the opportunity to redact all information of a private or personal nature. The "website ready" paperwork is to be attached to the contract package that is being sub mitted for County approvals. It will be presumed that an un-redacted version of the paperwork is acceptable for posting on the County website if no redacted version is sub mitted. Please be advised that redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. The type of information that is excepted from FOIL disclosure and may be redacted includes, but is not limited to, social security numbers, home or personal telephone numbers, home addresses, e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. The Contactor shall explain the reason(s) for each redaction. Further, the County reserves the right to unilaterally, without notice, reject Contractor redactions or make additional redactions.

Contractors are further advised that failure to submit "website ready" paperwork, including paperwork where redactions are not explained, shall be deemed their consent to the positing of the paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork and provide such version to the public if requested pursuant to FOIL, subject to redaction by the County's internal FOIL disclosure procedures.

# PRESCHOOL SPECIAL EDUCATION PROGRAM CONTRACT

## WITNESSETH:

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

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on September 1, 2015 and terminate on August 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Definitions</u>. The following terms shall have the meaning defined below for the purposes of this Agreement.
  - (a) "Child" shall mean a referred or eligible child as defined in Section 4410(1)(j) of New York State Education Law.
  - (b) "Board" or "Board of Education" shall mean a board of education as defined in section two of the New York State Education Law; or trustees of a common school district as defined in section 1601 of the New York State Education Law.
  - (c) "Commissioner" shall mean the Commissioner of Education of the State of New York.
  - (d) "Contractor" shall mean such individual or entity providing Evaluation, SEIT, Center Based, and Related Services, as such services are defined and described in this Agreement or any appendix or exhibit attached to this Agreement.
  - (e) "Coordinator of Services" shall mean a therapist serving a Child under this Agreement who provides coordination services to a Child in the event that such Child is receiving more than one service, whether Related Services and/or SEIT.
  - (f) "CPSE" shall mean the Committee on Preschool Special Education, a multidisciplinary team established in accordance with the provisions of section 4410 of the Education Law.

- (g) "Preschool student with a disability" shall mean a preschool child, as defined in section 4410(1)(j) of Education Law, who is eligible to receive preschool programs and services.
- (h) "IEP" shall mean an Individualized Education Program, a written plan that specifies the special education programs and services to be provided to meet the unique needs of a student with a disability.
- (i) "Medical Assistance Program" shall mean the Medicaid program authorized by Title 11 of Article 5 of the New York State Social Services Law.
- (j) "NYSED or SED" shall mean the New York State Education Department.
- (k) "Parent" shall mean the parent of a Child or other person authorized to give parental consent.
- (I) "Personnel" shall mean any and all staff having contact with the child. This includes subcontracted individuals.
- (m) "Provider" shall mean a Contractor and may refer either to the Contractor or a third person, as appropriate.
- (n) "Quality Assurance Reviews" shall mean those activities conducted by NYSED, the County and the Department to assure that the Services provided by the Contractor under this Agreement are being carried out according to the terms of this Agreement and any applicable law, and shall include, but not be limited to, site monitoring visits and payment audits.
- (o) "Regulations" shall mean 8 N.Y.C.R.R. Part 200, Regulations of the Commissioner of Education, as the same may be in effect or amended during the term of this Agreement.
- (p) "Session" shall mean that time in which the Contractor is providing Services to the Child as required by the IEP. Each Session is at least 30 minutes in length and is billed to the County as required by the IEP.
- (q) "Special Education Itinerant Services" or "SEIT Services" shall mean an approved program provided by a certified special education teacher on an itinerant basis in accordance with the Regulations of the Commissioner, at a site determined by the Board, including but not limited to an approved or licensed prekindergarten or head start program; the child's home; a hospital; a state facility; or a child care location.
- (r) "Special Education Itinerant Teacher" or "SEIT" shall mean a person certified to teach students with disabilities who is providing special education to the student. For a student who is being considered for initial placement in special education, a teacher qualified to provide special education in the type of program in which the student may be placed may serve as the student's special education teacher that individual performing SEIT Services.
- (s) "State" shall mean the State of New York.

- (t) "Training" shall mean any training adhering to minimal requirements and mandated County trainings.
- 3. <u>Scope of Services</u>. The services provided under this Agreement shall be special education services and programs for preschool children with handicapping conditions, including, where applicable: (a) SEIT Services; (b) Evaluation Services; (c) Center Based Services; and/or (d) Related Services, as such services are more fully described in "Exhibit A" attached hereto and incorporated herein by reference (the "Services").

# 4. <u>Service-Related Covenants and Representations.</u>

- (a) General. The Contractor agrees to abide by NYSED and County written policies and procedures and utilize forms established by the NYSED and the County which relate to the Services performed in accordance with this Agreement. The Contractor shall provide Services for which the Contractor has NYSED approval to the entire County regardless of travel time, neighborhood in which the Child resides or if the Child receives other services unrelated to the Services which the Contractor performs pursuant to this Agreement.
- (b) <u>Case Records</u>. (i) <u>General</u>. The Contractor shall maintain a complete and current primary case record ("Case Record") for each Child which accurately reflects the Services provided to such Child. At a minimum, the Case Record shall include:
  - 1) Child information (name, date of birth, gender, address, Parent, etc.).
  - 2) A copy of the child's IEP and related documents, including IEP amendments.
  - 3) Record of each date of service, length of session, description of the services provided and the child's response to the services. The signature and professional credentials of the Contractor and the signature of the Parent is also required. Treatment Logs must be accurately completed and the signature of the treating therapist and Parent is required.
  - 4) Quarterly progress reports.
  - 5) Orders by physician(s) or other health care professionals as required.
  - 6) Written correspondence with or regarding the child/family.
  - 7) Notes recording any relevant discussions with Parents or other contractors regarding the child and family and/or notes recording any relevant discussions with the County regarding the child and family.
  - 8) Any signed and dated parental consents for the provision of evaluations and Preschool services and/or to obtain and/or release information.
  - 9) Any circumstance resulting in the non-delivery or delay in the delivery of any services shall be recorded in said case file.
  - 10) Record Access form.
  - 11) Discharge and or Declassification documentation.

In cases where Services are provided through a sub-contractual arrangement, the direct provider of the Services shall retain the complete and original Case Record related to the Services they deliver to a Child and a Child's family.

(ii) <u>Review and Inspection</u>. Case Records shall be available to the Child's Parent, upon such Parent's request, for such Parent's inspection and review. Such Parent may request that their Child's records be amended if a record contains misleading or inaccurate information about the Child or family or violates the privacy or any other rights of the Child. Case Records shall also be available for review and inspection by representatives of the County and/or NYSED or their respective designee during working

hours at the Contractor's place of business or other location as agreed to by the Contractor and the County and/or NYSED.

The Contractor shall keep all Case Records and other clinical records relating to the Services performed under the terms of this Agreement available at all reasonable times for inspection, review, evaluation and audit by properly authorized personnel of the County, the State and federal government, subject to any limitations or restrictions imposed by any statutes, rules or Regulations governing confidentiality of child records, for a period of not less than that required by applicable law, regulations, or record retention schedules of the County, State or federal government.

(iii) Maintenance of Case Records. The individual Case Records for each Child participating in the Services conducted pursuant to the Agreement shall be kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals deemed appropriate by the Department. The Records shall be maintained in a confidential manner in compliance with all applicable laws, regulations and guidelines of Federal, State and local governments and their agencies, including requirements that apply to professions licensed, registered, or certified under New York State Education Law. The maintenance of Case Records shall also be subject to those confidentiality provisions contained in this Agreement.

The Contractor shall continue to maintain the confidentiality of individual Case Records and safeguard such Case Records against destruction, as set forth above, after termination of this Agreement or any subsequent agreements, until final disposition of such Case Records is made in accordance with all applicable laws, regulations and guidelines.

All Case Records pertaining to this Agreement, including copies of all progress reports and other records pertaining to this Agreement, shall be retained by the Contractor and shall be submitted to the Department as required. All Case Records pertaining to this Agreement shall be retained by the Contractor for a period of three years after the Child attains age 18.

## (c) Contractor Representations and Qualifications.

- (i) The Contractor represents and warrants that it has fully and accurately completed and submitted to the Department the "Preschool Provider Contract Re-application Request Profile" and "Agency Contract Application." The Contractor shall notify the Department immediately of any change in the information provided.
- (ii) The Contractor agrees to provide the County with a copy of the approval from New York State Education Department for SEIT, Center Based, and evaluation services for which the Contractor is responsible under this Agreement. At least 30 days prior to the Contractor's submission to the New York State Education Department of an Application for Approval of Preschool Education Programs or modifications, additions, or deletions to an Application for Approval, the Contractor agrees to request in writing the Department's assessment of the need for such Application for Approval, modifications, additions or deletions.
- (iii) The Contractor shall contact the Nassau County Department of Health immediately upon becoming aware that the New York State certification and/or License, Drug Enforcement Agency (DEA) registration or Medicaid certification of any staff member, employed or contracted, is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority. The County shall then immediately notify the NYSED.

(iv) <u>Licenses</u>. The Contractor specifically represents and warrants that, in the case of a Contractor who is an individual, he/she has and shall possess, and that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses").

The Contractor shall verify annually the status of each employee, subcontractor, and agent's license, permit and/or certificate and check monthly each employee, subcontractor and agent against the United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), AND the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system).

The Contractor shall immediately notify the County and NYSED in writing of any disciplinary proceedings filed against the holder of any License required by this Agreement or any applicable law, rule, and regulation. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the County and NYSED. The Contractor shall notify the County if any employee, subcontractor or agent is found on either Restricted/Terminated/Excluded list. The Contractor shall not be entitled to compensation for any Services provided for which it fails to maintain any required certification, registration or license and NYSED approval, if applicable or if services are provided by an excluded employee, subcontractor or agent. The Contractor shall reimburse the County for any compensation received for such portion of the term

The Contractor must ensure all state licensed speech language pathologists, psychiatrists, and psychologists who are employees, subcontractors, or agents, who will refer for any evaluations or services, are enrolled as New York State Medicaid Providers.

The Contractor shall maintain on file current copies of New York State certification and/or License and documentation of continuing education programs as required by the NYSED for any agent, employee or subcontractor and produce such documentation upon request of the County and/or NYSED or their respective designee.

- (v) The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse mandated reported training course.
- (vi) The Contractor represents and warrants that it has made available to all employees, subcontractors and agents a copy of the County's Implementing Professional Boundaries (ethics brochure).
- (vii) The Contractor or any staff member (hereinafter, a "Staff Member") of the Contractor, or any subcontractor or Staff Member of such subcontractor, providing Services under this Agreement is required to wear visible photo identification while performing any Services under this Agreement. All photo identification shall contain the Contractor, subcontractor or Staff Member's name, picture, professional title, and, if applicable, the name of the Staff Member's employer.

(d) <u>Facilities</u>. The Contractor shall comply with any and all federal, State and local codes, ordinances, and regulations governing their office/facility. All buildings, premises, equipment, furnishings shall be safe and suitable for the care and comfort of the children and shall be provided and maintained in a good state of repair and sanitation. The premises must be kept free from dampness, odors, vermin, and accumulation of trash. All rooms, equipment, surfaces and furnishings accessible to children must be cleaned and disinfected as needed to protect the health of children and in a manner consistent with Appendix A attached hereto and incorporated herein by reference. (Health and Safety Checklist).

## (e) Attendance.

- (i) Attendance at Mediations and Impartial Hearings. As provided by law, where a Parent has requested a mediation or impartial hearing concerning either an act or failure to act on the part of the Contractor, upon request of the Department and without additional compensation, the Contractor shall consult with appropriate representatives of the Department, and, after such consultation, provide witness(es) who have either direct knowledge of the Child or sufficient knowledge of the Child such that the witness(es) will effectively participate in the impartial hearing or mediation process.
- (ii) <u>Attendance at Training Sessions</u>. The Contractor and/or its employees, agents and subcontractors shall attend, without additional compensation, any mandatory training sessions as required and specified by the Department.

# (f) Cooperation.

- (i) <u>Quality Assurance</u>. The Contractor agrees to cooperate and participate in the implementation of Quality Assurance Reviews conducted by the County and/or the NYSED.
- (ii) <u>Cooperation with CPSE</u>. As necessary and reasonable, the Contractor shall confer by telephone or in person with the district CPSE, the Parent, the Coordinator of Services (if applicable) and the Department regarding all aspects of Services.
- (iii) <u>Participation in IEP Process</u>. As requested by the CPSE, a Contractor shall participate in meetings for the purpose of reviewing the IEP of a Child.
- (g) <u>Health Status Documentation</u>. The Contractor shall require of all personnel who provide direct Services to children and/or families, as a condition of their employment or affiliation, documentation of the following:
- (i) Statement from a health care provider that the individual is free from a health impairment which is of potential risk to children/families or which might interfere with the performance of his/her duties. This shall be obtained annually.
- (ii) PPD (Mantoux) skin test for tuberculosis, unless a documented previous positive test and negative chest x-ray are on file. Negative findings shall be repeated annually. Positive findings shall require appropriate clinical follow up including a chest x-ray.
- (iii) Proof of Measles and rubella immunity for all personnel born after 1/1/57 by documentation of one of the following:
  - 1) Diagnosis by a physician as having had the disease
  - 2) Demonstration of serologic evidence of antibodies (titer) or

- 3) Evidence of two doses of live measles vaccine and/or rubella vaccine with the first dose administered on or after age 12 months and the second dose administered more than 30 days after the first dose but after 15 months of age
- 4) Current immunization with measles and/or rubella vaccine. If a health care provider certifies that immunization with measles or rubella vaccine may be detrimental to the employee's health, the requirements of this Section relating to immunization shall be inapplicable until such immunization is found no longer to be detrimental to such employee's health. The nature and duration of the medical exemption must be stated in the employee's employment medical record.
- (iv) Hepatitis B vaccine and proof of Tetanus Immunization within the past ten years, Influenza and Varicella vaccine are highly recommended.

## (h) Central Register of Child Abuse and Maltreatment

- (i) All Contractors must report suspected cases of child abuse and/or maltreatment to the New York State Central Register of Child Abuse and Maltreatment (SCR) whenever they believe that there is reasonable cause to suspect that a Child is or has been abused or maltreated. Individuals in those professions required under Article 6 Title 6 of New York State Social Services Law on Child Protective Services to report cases of suspected child abuse or neglect (mandated reporters), must call the Mandated Reporter's number (1-800-635-1522) of the State Central Register of Child Abuse and Maltreatment. All other individuals who are not mandated reporters must call the State Central Register of Child Abuse and Maltreatment at 1-800-342-3720, when, based on their observations, they believe that there is reasonable cause to suspect abuse, maltreatment or neglect.
- (ii) All Contractors are required to complete, at the commencement of this Agreement, SCR clearance on any person who is currently employed with the Contractor and/or is being actively considered for employment, their employees or subcontractors that meet the standard of having the potential for regular and substantial contact with the Child. The SCR clearance must be current. Prior approvals must not be considered. The Contractor shall adhere to the procedures established by the Office of Children and Family Services, including processing fees, in accessing the New York State Central Register of Child Abuse and Maltreatment (SCR), as per Chapter 578. Nothing shall prevent the County from requiring a fee from the Contractor in reference to processing and adhering to State requirements.

If an individual screened through the SCR is the subject of an indicated report, then the Contractor shall notify the Nassau County Department of Health, Office of Children with Special Needs by telephone, at 516 227-8648, and in writing, immediately. Failure of the Contractor to immediately remove the indicated subject from contact with Children may result in immediate termination of this Agreement, as well as such other sanctions as may be provided by applicable law, rule or regulation.

The Contractor must have procedures in place to check the Justice Center's Staff Exclusion List prior to hiring any new staff. The Contractor shall enter all new hires' NPI number on the E-medny website using the County's NPI number and email the completed NPI Number Registration Reporting of New Hires Excel spreadsheet (Appendix G) to the County.

## (i) Transportation.

(i) The Contractor agrees to keep current addresses and phone numbers for children in their care who require transportation services in addition to one viable emergency drop-off name and phone number. Furthermore, the Contractor will check the list for correctness and will update information three times a year (i.e. September, January and June). All updates will be sent to the Department's transportation management contractor and the CPSE for their records.

- (ii) The Contractor is required to keep an appropriate Staff Member available on premises or on call until all children have been delivered by bus transportation to their appropriate destinations.
- (iii) To document the provision of transportation services a bus log must be maintained. The log will be completed by the bus driver and by staff at the school as the students disembark.
- (iv) In the event that a bus transporter cannot deliver a Child or the Child has been delivered in error, the Contractor is required to receive the Child at the Contractor location and enforce emergency procedures.
- (v) The Contractor agrees to comply with any additional procedures or policies regarding transportation set by the Department during the term of this Agreement.
- (vi) The Contractor (Center Based programs) shall comply with the Nassau County Department of Health Preschool Special Education Program Transportation policy and forms.

## (j) Miscellaneous Provisions.

- (i) On or before May 15 of each year during the term of this Agreement, the Contractor shall access the NYSED Special Education Program Listing and ensure that all of its NYSED-approved programs are correctly reflected for the upcoming summer and fall school year, especially the start and end dates.
- (ii) Annually by June 1st, transmit the start and end date of all the updated and NYSED approved center based classes along with the start and end times to the Department of Health.
- (iii) On or before May 15 of each year during the term of the Agreement, the Contractor shall forward to the Department annually, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification, in a format prescribed by the County, (see Appendix F Contract Deliverables).
- (iv) The Contractor shall furnish to the Department, upon request, a verified payroll statement setting forth the names, positions and salaries paid, together with a verified statement of all expenses and other information, as called for in accordance with the current New York State Education Department's Reimbursable Cost Manual for Programs Receiving Funding under Article 81 and Article 89 of Education Law to Educate Children with Handicapping Conditions and a copy of any cost reports and financial statements submitted to the Commissioner, not later than 90 days (180 days in the case of a BOCES) after the end of the school year to which this Agreement relates.
- (v) The Contractor shall transmit a copy of a Child's evaluation(s) to the Department's designee in time to be received not less than three business days prior to any CPSE meeting scheduled for that Child, upon the Department's request.
- (vi) The Contractor shall keep an accurate record of the attendance and absence of each Child for whom Services are being provided under this Agreement, as specified by the Department.
  - (vii) The Contractor shall notify the Department and the Child's CPSE by facsimile

transmission within 24 hours when a service is not delivered for more than five consecutive Sessions and shall indicate the reason for said missed sessions, if known. The Contractor shall attempt to contact the Child's Parent(s) to ascertain the reason for the child's absences.

- (viii) The Contractor shall furnish Services to the Child in conformity with the IEP. The Contractor may not modify, revise, initiate or terminate the provision, duration or frequency of any of the Services recommended by an approved student's IEP, for any reason, unless such modification, revision, initiation or termination is first recommended by the appropriate CPSE, as the result of a requested or annual review meeting, and approved by the Board. The Contractor shall transmit the revised IEP with the next claim submitted for the Child.
- (ix) The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.
- (x) The Contractor agrees that all Services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no Services performed under the Program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all Program Services are and will be available to all eligible individuals regardless of religious belief or affiliation.
- (xi) The Contractor shall not solicit contributions from families to whom they are authorized to provide Services to.
- (xii) <u>Progress Reports on Individual Children</u>. The Contractor shall complete a progress report for each Child receiving Services and shall submit a copy to the Child's Coordinator of Services as designated on the IEP, the district CPSE, and the Parent as per the schedule indicated on the Child's IEP. In addition, the Contractor shall also submit copies of progress reports to the Department, as may be requested from time to time, in such format acceptable by the Department. The Contractor shall also maintain and distribute such other forms, records and reports, as the Department requires. Using objective data, the progress report must assess the Child's current level of functioning and progress towards goals listed the Child's IEP. Progress Reports must be accurately completed and signed in the appropriate places. When children are determined to be age appropriate the Contractor shall send notification to the CPSE.
- (xiii) Medicaid Assistance Program. The Contractor represents and warrants that it has fully and accurately complied with Appendix BB, attached hereto and incorporated herein by reference, entitled "Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review." The Contractor shall cooperate with the Department in ascertaining whether a Child is eligible for or enrolled in the Medical Assistance Program. The Contractor shall forward to the Department monthly, at the same time as its claims, all documentation and information necessary to support the County's billing of the Medical Assistance Program, in such format as prescribed by the Department. The Contractor shall collect service encounter data and provide to the County annually, by September 1 after the close of each NYSED session ending June 30. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.
- (xiv) <u>State Medicaid Reassignment</u>. (1) The Contractor represents and warrants that it has fully and accurately completed Appendix B, attached hereto and incorporated herein by reference, entitled "Contractor Agreement" and "Statement of Reassignment". The failure to comply with any of the

provisions of this section or the failure to enter into or perform in accordance with such "Contractor Agreement" and "Statement of Reassignment" shall be deemed a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

- (2) The parties agree that in the event that the New York State Department of Health issues a new version of the "Contractor Agreement between the New York State Department of Health and Service Contractors in the New York State Preschool Program" such new version will be substituted for Appendix B.
- 5. Payment. (a) Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed the funds available to the County from the State and/or federal governments and funds appropriated or otherwise lawfully available for this Agreement. The County agrees to pay the provider at the rate(s) which shall not exceed the maximum rate(s) established or approved for the Services by the Commissioner of the New York State Department of Education or the County as follows:
- (i) If the Contractor is performing SEIT Services (as defined and described above and in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those SEIT Services rendered between September 1, 2015 through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for such SEIT Services by the Commissioner of NYSED.
- (ii) If the Contractor is performing Evaluation Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Evaluation Services rendered between September 1, 2015 through August 31, 2020 and shall be paid at the rate which shall not exceed the maximum rate established for such Evaluation Services by the Commissioner of NYSED.
- (iii) If the Contractor is performing Center Based Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Center Based Services rendered between September 1, 2015 through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for such Center Based Services by the Commissioner of NYSED.
- (iv) If the Contractor is performing Related Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Related Services rendered between September 1, 2015 through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for Related Services by the Commissioner of the County Department of Health.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. (i) Payments shall be made to the Contractor on a reimbursement basis and shall be contingent upon (1) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County to include electronic entry and submission, when available, 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 (2) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (ii) In no event shall final payment be made to the Contractor prior to completion of all professional services, the submission of required documents, and the approval of same by the County. Upon the delivery of contract services and upon submission of properly executed Voucher forms and

supporting documentation as required by the County, the County will pay the Contractor at the rates approved by SED and certified by the State Division of Budget. All claims for payment shall be documented to the satisfaction of the County and in accordance with the terms and conditions of this Agreement. Contractor shall only be reimbursed for those Services provided in accordance with the terms and conditions of this Agreement, which terms and conditions shall not be modified except in accordance with Paragraph 12 ("Assignment; Amendment; Waiver; Subcontracting") of this Agreement.

(iii) In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County for any additional payment due to a rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than 30 days after such official notification by the Commissioner. The County shall reimburse the Contractor based upon the rate transmitted in writing by the Commissioner and reserves the right to adjust payments based upon the amount given on the Commissioner Form (System to Track and Account for Children - Notice of Commissioner's approval of service) No. STAC-3, or STAC-5A, or the State Education Department issued Automated Voucher Listing (AVL).

# (c) Refund by the Contractor and/or Disputed Claims and Payments.

(i) Overpayment of Claims. If a review of claims and payments to the Contractor by the County reveals that the amount received by the Contractor for Services during that year exceeds the amount due for provision of Services, the County shall notify the Contractor of the exact amount due to the County for overpayments during the term hereof. Immediately, or for good cause shown to the County, no later than 30 days after the notification date, the Contractor shall refund to the County by check made payable to the order of the County of Nassau, the amount due for such overpayment. If the Contractor fails to refund amounts due the County under this or any other Agreement, the County may, at its sole discretion, withhold payments due the Contractor for Services provided pursuant to this Agreement until such time that the Contractor has made all payments due the County under this or any other Agreement; or deduct from payments due the Contractor for Services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due the County under this or any other Agreement. The Contractor's obligations under this section shall continue beyond and shall survive the expiration or termination of this Agreement.

(ii) <u>Denial of Reimbursement</u>. (1) In the event the State denies the County's request for reimbursement in whole due to the fault of the Contractor in providing unauthorized services, and/or failure to provide required information for the County to be able to obtain reimbursement from the State, the Contractor shall reimburse the County for all payments made to the Contractor for which the State is denying reimbursement, including the County's contribution mandated by Section 4410 of the Education Law, together with interest thereon. In the case of partial denial of the County's request for reimbursement from the State due to the fault of the Contractor, the Contractor shall reimburse the County the difference between the amount of the claim and the amount reimbursed by the State, plus the percentage of the claim that the State failed to reimburse the County as applied to the County's contribution mandated by Section 4410 of the Education Law, plus interest thereon.

(2) Upon request for repayment by the County pursuant to above, the payment is due immediately, or for good cause shown to the County, no later than 30 days after the notification date, either by check in the amount due made payable to the order of the County of Nassau. If the Contractor fails to refund the amount due the County under this or any other Agreement, the County may, at the its sole discretion, in addition to any other remedies it may have at law or in equity, (a) withhold payments due the Contractor for services provided pursuant to this Agreement until such time that the Contractor has made all payments due the County under this or any other Agreement, or (b) deduct from payments due the Contractor for services under this Agreement or any renewal thereof, either in installments or in

one lump sum, the amount due the County under this or any other Agreement. The Contractor's obligations under this Section shall continue beyond and shall survive the expiration or termination of this Agreement.

- (iii) Medicaid Claims. If the failure of the Contractor to cooperate in the processing of claims for payment by Medicaid or any other third party payor results in the disallowance of such claims, based on such failure, the County may deduct and withhold such amount that has not been reimbursed from any monies due the Contractor. The Contractor agrees to pay to the County the amount of the balance due the County that has not been reimbursed by Medicaid or any other third party payor. The County may, if appropriate, seek reimbursement from the Contractor for any expenses to the County arising from the aforesaid failure to provide such documentation and/or eligibility substantiation or the submission of fraudulent documentation.
- (d) <u>Timing of Payment Claims</u>. The Contractor shall submit a claim to the County at the SED certified rate which was in effect at the time the claimed service was rendered no later than three months from the end of the month when the service was completed. However, when the SED rate letter is dated later than the actual term of service, the claim shall be submitted no later than three months from the end of the month on the SED rate letter. The County shall not honor claims for reimbursement at SED certified rates if not submitted in accordance with the above listed schedule. In addition, no claim may be submitted to the County after such date as the Commissioner closes its accounting of the school year in which the claimed service is provided.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (f) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

# (g) Additional Payment Provisions

- (i) All reimbursement for Services under this Contract shall be between the County and Contractor in accordance with the provisions of this Agreement. The Contractor shall be responsible for the delivery of appropriate Services (as specified in each Child's IEP), including the training and/or retraining of staff employed by the Contractor.
- (ii) The County shall pay the Contractor only those rates which are set by the Commissioner, or the County as applicable, and only for such period as the Contractor has the Commissioner's or the County's approval. Any rate set by the Commissioner must be transmitted to the County in writing prior to payment under this Agreement. The Contractor will send to the County the letter of rate determination from SED within ten business days of its receipt. In the event that the Contractor appeals a rate determination by the Commissioner, the Contractor will submit to the County the letters and documentation in support of any appeal of the rate determination within ten business days of submission to the New York State Education Department.
- (iii) Where the Services under this Agreement include Center Based Services, if the enrollment for a Child is for periods of less than the full July/August session or September/June session,

the payment shall be prorated by the Commissioner pursuant to Part 200 of the Regulations of the Commissioner.

- (iv) <u>Reimbursement for Cost of Translating Evaluations</u>. Upon written documented parental request, the Contractor's cost for translating a summary report of the evaluation into the dominant language or other mode of communication of the Parent and/or to translate the documentation of the evaluation shall be as reported to the school district or approved by the Commissioner. The County reserves the right to withhold reimbursement until the State Education Department issues a rate for translating the summary report. Reimbursement is not applicable when a bilingual evaluation is authorized.
- (v) When formal or informal assessment measures are used to document a Child's functioning, this assessment is not eligible for reimbursement.
- (vi) The Contractor shall not be entitled to receive compensation for any portion of the term of this Agreement during which it fails to maintain SED approval or any Licenses required by this Agreement or any law, rule or regulation in relation to this Agreement or the Services provided hereunder. The Contractor shall reimburse the County for any compensation received for such portion of the term in accordance with the terms and conditions hereof.
- (vii) In the event that the Services under this Agreement require a Contractor to serve as a Coordinator of Services, reimbursement for such coordination services shall be limited to ten half-hour Sessions during the school year (September-June) and two half hour Sessions during the summer. No reimbursement shall be available when a Child is receiving coordination services between two or more Related Services and is also receiving SEIT Services during the same time period.
- (viii) No Parent or any other person shall be required or requested by the Contractor to make any payment for tuition, evaluation, maintenance or transportation, in addition to the payments made by the County pursuant to this Agreement.
- 6. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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).
- 7. 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.
- 8. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, Health Insurance Portability and Accountability Act of 1996 (HIPAA) 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 vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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) 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.
- (c) Protection of Client Information. (i) The Contractor agrees, and shall cause its Agents and Subcontractors to agree, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information (including, but not limited to, client names, addresses, social security numbers, and dates of birth, and medical or educational information of any kind), or utilize any of such information (hereinafter, "Client Information") for any purpose, except as may be necessary in the course of the Contractor's use of Client Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Client Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, whether such documents are in electronic or hard copy or are historical or current, except as otherwise provided in this Agreement. The Contractor further agrees that its employees, subcontractors and assignees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.
- (ii) Pursuant to the Contractor's confidentiality duties under this agreement, The Contractor shall, and shall cause Contractor Agents to, comply with the Family Educational Rights and Privacy Act of 1974, and the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder. Pursuant to this requirement, the Contractor must execute and comply with the Business Associate Addendum attached to this Agreement as Exhibit B.
- (iii) Contractors, Contractors with home offices, must have and implement appropriate procedures to ensure the confidentiality of personally identifiable information and to document access to children's Preschool case records in accordance with these requirements. At a minimum, the Contractor must:
- (1) Have a designated individual responsible for ensuring the confidentiality of Confidential Information of a Childs Case Record(s) (in the case of self-employed preschool Contractors, that preschool Contractor is responsible for this function).
- (2) Ensure that all Case Records containing Confidential Information are maintained in secure locations. Any Contractor who travels to a variety of locations to deliver Services must ensure the security and confidentiality of Case Records when off-site.
- (3) Maintain a record of any individual who accesses Children's Case Records, the purpose for which the record was accessed and a copy of authorization for consent

- (4) Assure that all employees and subcontractors, consultants, and volunteers are informed about and are required to adhere to the confidentiality policies and procedures, and any confidentiality requirements of this Agreement.
- (5) Adhere to all legal requirements that protect case records containing sensitive information (such as sexual or physical abuse, HIV status, treatment for mental illness, the child's parentage, etc).
- (iii) AIDS and HIV-Related Information. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV infection or an HIV-related illness, including, but not limited to, laboratory tests performed on an individual for HIV-related illness. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, is fully informed of the penalties and fines for re-disclosure in violation of State law and regulations. The Contractor fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure."

- 9. <u>Minimum Service Standards</u>. 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.
- (c) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services.
- 10. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to September 1, 2015, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than 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. <u>Assignment; Amendment; Waiver; Subcontracting</u>. 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 "<u>County Executive</u>"), 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

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of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

- 13. Medicaid Compliance Program. Pursuant to Title 18 of the Codes, Rules and Regulations of the State of New York, the Contractor must comply with Part 521 "Provider Compliance Programs." Every Contractor claiming, ordering or receiving or that should be reasonably expected to claim, order or receive at least \$500,000 in any consecutive 12 month period from the Medical Assistance Program, shall adopt and implement an effective compliance program. The compliance program may be a component of more comprehensive activities by the required provider so long as the requirements of the Part are met. The plan must include whistleblower protections. New York State Social Services Law (SSL) § 363-d and 18 NYCRR Part 521 require Medicaid providers to certify annually they have an effective compliance program in place.
- 14. Federal Deficit Reduction Act of 2005. All Contractors receiving \$5 million in Medicaid funds during the federal fiscal year (October through September, shall establish written policies and procedures informing their employees, contractors and agents regarding federal and state false claim acts and whistleblower protections. Medicaid providers must certify annually that they are compliant with the federal DRA.
- 15. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon 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 "<u>Cause</u>" 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 90 days prior to the termination date, 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) <u>Contractor Assistance upon Termination</u>. 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.
- 16. Accounting Procedures; Records. (a) The Contractor shall maintain and retain, for a period of six years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance

with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- (b) The County and its authorized representatives shall have the right to conduct an audit consistent with applicable law and regulation which may include but not be limited to activities such as visiting the Contractor site, inspecting its sites, facilities and records, and observing its programs, functions and services, at any time, upon five days prior notice. It is understood that such visits may take place whether or not the Director of the Contractor site is present and available. If the County or the Contractor requests an exit conference, the Director of the Contractor site or his/her designee shall be given an opportunity to attend, at a time mutually agreed upon. It is agreed that if an audit is undertaken by the Commissioner, School District and/or the County, said audit shall be conducted by appropriately qualified personnel designated by the appropriate party. The Contractor shall have the right to respond in writing to any written audit report and/or programmatic evaluation issued by the Commissioner, School District and/or County within 30 days from the date of certified mailing of a copy to the Contractor. If such audit report is generated, it shall not be circulated to any persons not involved in the visit (except in emergency situations or on a need to know basis) without the Contractor first being given the aforesaid opportunity to respond in writing, and if such a report is then circulated, it shall have affixed to it the response submitted by the Contractor.
- 17. <u>Limitations on Actions and Special Proceedings against the County</u>. 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 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 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of  $(\underline{i})$  one year of the first to occur of  $(\underline{A})$  final payment under or the termination of this Agreement, and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{i}\underline{i})$  the time specified in any other provision of this Agreement.
- 18. 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.
- 19. 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.

- 20. 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 business days after it is mailed or one 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.
- 21. 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) The following exhibits and appendices are attached hereto and are made a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Business Associate Addendum

Appendix A Health and Safety Checklist

Appendix B Medicaid Reassignment Form

Appendix BB Medicaid List for Restricted, Terminated or Excluded Individuals

or Entities Review

Appendix C Treatment Log

Appendix D List of Programs and/or Evaluator Services Approved by the New York

State Education Department and Site Information

Appendix E Amendment of Services Request Form

Appendix F Contract Deliverables

Appendix G NPI Number Registration Reporting of New Hires Excel spreadsheet

#### Appendix EE

Equal Employment Opportunities for Minorities and Women

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.
- 22. <u>Section and Other Headings</u>. 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.
- 23. <u>Entire Agreement</u>. 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.
- 24. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of <u>One Hundred Sixty Dollars and No Cents</u> (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 25. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, 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.

[Remainder of this Page Intentionally Left Bank]

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

HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.

By: Vanotta Free	
Name: Vaneta La Rasa	
Title: Executive Director	
Date: 8 2 14	
NASSAU COUNTY	
By:	
Name: Rob R. Walker	
Title: Chief Deputy County Executive	
Date:	

### PLEASE EXECUTE IN BLUE INK

Contractor Notary Section:
STATE OF NEW YORK)
COUNTY OF NASSAU) Suffeld
On the day of to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffold; that he or she is the Coc. Drecht of HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC  DONNA PALLADINO- PESCE  Notary Public State of New York  No. 24-4835897  Qualified in Suffolk County  My Commission Expires September 30, 20
Nassau County Notary Section:
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

#### Exhibit A

#### **Special Education Itinerant Teacher (SEIT) Services**

The Contractor shall perform SEIT Services; as such term is defined in this Agreement, for each Child referred to the Contractor as required by an IEP prepared for such Child, all in accordance with New York Education Law Section 4410 and the regulations promulgated by the Commissioner of NYSED.

#### **Related Services**

The Contractor shall provide such developmental, corrective and other supportive services as are required to assist any Child with a disability who is assigned to the Contractor (hereinafter "Related Services"). Related Services include speech-language pathology, audiology services, psychological counseling services, physical therapy, occupational therapy, orientation and mobility services, parent counseling and training, school health services/nursing, school social work, assistive technology services and services by a teacher assistant, teacher aide, one-to-one aide, teacher of the hearing impaired and teacher of the visually impaired. The Contractor shall be responsible for those Related Services contained in the Contractor's Provider Profile Form as attached to this Exhibit.

All Related Services shall be conducted in accordance with New York Education Law Section 4410, the regulations promulgated by the Commissioner of NYSED and codified at Title 8 of the New York Codes, Rules, and Regulations, and the Child's IEP.

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#### Exhibit B

#### **BUSINESS ASSOCIATE ADDENDUM**

This addendu	m ("Addendum") is effective as of	, and	amends and is n	nade part of a	an agreement	dated
as of						
Addendum, t	the "Agreement") by and between HELP					
	HANDS CHILDREN SERVICES, INC. (t					
corporation, a	acting on behalf of the County Department	of Health (coll	lectively, the "C	County"). Th	e County, an	id the
Contractor mu	utually agree to modify the Agreement to inc	corporate the ter	ms and condition	ons of this Ad	dendum to co	omply
with the requ	uirements of the Health Insurance Portabi	ility and Acco	untability Act	of 1996, as	amended, ar	nd its
implementing	regulations (45 C.F.R. Parts 160-164) (collections)	ctively, "HIPAA	<b>4</b> ").	ĺ	,	

#### WITNESSETH:

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

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

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

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

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

#### 1. **DEFINITIONS**

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

- 1.1 <u>Designated Record Set.</u> "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.
- 1.2 <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.
- 1.3 <u>HHS</u>. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

- 1.4 <u>Individual</u>. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.5 <u>Privacy Officer</u>. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).
- 1.6 <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.
- 1.7 <u>Protected Health Information</u> or <u>PHI</u>. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.
- 1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- 1.9 <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.
- 1.10 <u>Security Incident</u>. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.
- 1.11 <u>Security Rule</u>. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.
- 1.12 <u>Standard Transactions</u>. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

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

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

- a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;
- b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:
- i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and
- ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

#### 3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

- 3.1 <u>Contractor's Responsibilities</u>. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:
- a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;
- b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;
- c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;
- d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;
- e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

- f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;
- g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;
- h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;
- i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and
- j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.
- 3.2 <u>Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI</u>. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:
- a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;
- b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;
- c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and
- d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

#### 4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

- 4.1 <u>Responsibilities of the County</u>. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:
- a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;
- b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;
- c) inform the Contractor of any applicable decisions made by any Individual to optout of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and
- d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.
- 4.2 <u>Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI</u>. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:
- a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;
- b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and
- c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

#### 5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

- 5.1 <u>The Contractor's Responsibilities</u>. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:
- a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.
- b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

- c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.
- d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.
- e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.
- f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

#### 6. COMPLIANCE WITH STANDARD TRANSACTIONS

- 6.1 <u>Compliance with Standard Transactions by the Contractor.</u> If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:
- a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and
- b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:
  - i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
  - ii) adds any elements or segments to the maximum defined data set;
  - iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
  - iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

#### 7. TERMS AND TERMINATION

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

- 7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.
- 7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.
- 7.4 <u>Effect of Termination</u>. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.
- a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and
- b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

#### 8. INDEMNIFICATION

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

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

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

#### 9. CONFIDENTIALITY

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

#### 10. MISCELLANEOUS

- 10.1 <u>Survival</u>. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.
- 10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.
- 10.3 <u>No Third Party Beneficiaries</u>. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.
- 10.4 <u>Cooperation and Disputes</u>. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

- 10.5 <u>Regulatory References</u>. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, or revised.
- 10.6 <u>Conflicts</u>. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.
- 10.7 <u>Interpretation</u>. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

#### 11. HITECH ACT

11.1

- a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and
- c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.
- d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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

NASSAU COUNTY	HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.
	1 , 10 9
By:	By: Vindo
Print Name:	Print Name: Vanctalasa
Title:	Title: Executive Director
Date:	Date: 8210

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

Recommended NYS Day Care Regulations Minimum Staff/Child Ratio Based on Group Size for Infants, Toddlers and Preschoolers

Age of Children	Staff/Child Ratio*	Maximum **
6 wks to 18 months	1:4	8
18 months to 36 months	1:5	12
3 years	1:7	18
4 years	1:8	21
5 years	1:9	24

<sup>\*</sup> Staff/Child ratio refers to the maximum number of children per staff person

#### **General Indoor Areas**

Yes	No	
		Floors are smooth and have nonskid surfaces. Rugs are skid-proof
		Doors to places that children can enter, such as bathrooms, can be easily opened from the outside by a child or by an adult.
		Doors in children's areas have see-through panes so children are visible to anyone opening the door.
		Doors have slow closing devices and/or rubber gaskets on the edges to prevent finger pinching.
		Glass doors and full-length windows have decals on them that are at the eye levels of both children and adults
		Windows cannot be opened more than 6 inches from the bottom or have window guards
		All windows have closed, permanent screens
		Bottom windows are lockable
		Walls and ceilings have no peeling paint and no cracked or falling plaster
		The child care setting is free of toxic or lead paint and of crumbly asbestos
		Safety covers are on all electrical outlets
		Electrical cords are out of children's reach. Electrical cords are placed away from doorways and traffic paths
		Covers or guards for fans have openings small enough to keep children's fingers out
		Free-standing space heaters are not used
		Pipes, radiators, fireplaces, wood burning stoves, and other hot surfaces cannot be reached by children or are
		covered to prevent burns
		Nobody smokes or has lighted cigarettes, matches, or lighters around children
		Trash is covered at all times and is stored away from heaters or other heaters or other heat sources
		Drawers are closed to prevent tripping or bumps. Drawer locks are present
		Sharp furniture edges are cushioned with cotton and masking tape or with commercial corner guards
		There is an operable flashlight or battery powered lantern on premises
		Regular lighting is bright enough for good visibility in each room
		All adults can easily view all areas used by children
		Enough staff members are always present to exit with children safely and quickly in an emergency
		Poisonous plants are not present either indoors or outdoors in the child care areas
		All adult handbags are stored out of children's reach
		All poisons and other dangerous items are stored in locked cabinets out of children's reach. This includes
		medicines, paints, cleansers, mothballs, etc. Material Safety Data Sheets (MSDS) are on site/
		Cleansers and other poisonous products are stored in their original containers, away from food, and out of
		children's reach
		Cots are placed in such a way that walkways are clear for emergencies
		Children are never left alone in infant seats on tables or other high surfaces
		A well-stocked first aid kit is accessible to all caregivers
		Non-porous gloves are readily available for caregivers in all areas where child care is provided
		Heavy equipment or furniture that may tip over is anchored

<sup>\*\*</sup> Group size refers to the number of children cared for together as a unit

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

Toys and Equipment

Yes	No	
<u>-</u>		Toys and play equipment have no sharp edges or points, small parts, pinch points, chipped paint, splinters, or loose nuts or bolts
		All painted toys are free of lead
		Toys are put away when not in use
		Toys that are mouthed are washed after each use
		Toys are too large to fit completely into a child's mouth and have no small, detachable parts to cause choking. No coins, safety pins, or marbles for children under 4 years of age
		Toy chests have air holes and a lid support or have no lid. A lid that slams shut can cause pinching, head injuries or suffocation
		Shooting or projectile toys are not present
		Commercial art materials are stored in their original containers out of children's reach.
		Rugs, curtains, pillows, blankets, and cloth toys are flame-resistant
		Hinges and joints are covered to prevent small fingers from being pinched or caught
		Cribs, playpens, and highchairs are away from drapery cords and electrical cords
		Infant walkers are not used without supervision
		Five gallon buckets are not accessible to infants and toddlers

**Hallways and Stairs** 

Yes	No	
		Handrails are securely mounted at child height
		Handrails are attached to walls for right-hand descent, but preferably are attached to the walls on both right and left sides
		Stairway gates are locked in place when infants or toddlers are nearby. Gates should have openings small enough to prevent a child's head from fitting through. No accordion-type gates are used
		Doorways to unsupervised or unsafe areas are closed and locked unless the doors are used for emergency exits
		Emergency exit doors have easy-open latches
		Safety glass is used in all areas of potential impact
		Caregivers can easily monitor all entrances and exits to keep out strangers
		Stairways and hallways are clear of objects that can cause a fall

**Serving of Snacks/Meals** 

Yes	No	
		Infants and toddlers are not permitted to eat small objects and foods that may easily cause choking, such as
		hot dogs, hard candy, seeds, nuts, popcorn, and uncut round foods such as whole grapes and olives
		Caregivers always wash hands before handling food and wear gloves when serving food
		Caregivers always wash children's hands before mealtimes
		Trash is always stored away from food preparation and storage areas
		Cleansers and other poisonous products are stored in their original containers, away from food, and out of
		children's reach
		Food preparation surfaces are clean and are free of cracks and chips
		Eating utensils and dishes are clean, free of cracks, chips and lead
		Appliances and sharp or hazardous cooking utensils are stored out of children's reach
		Trash is stored away from the furnace, and hot water heater
		Hot foods and liquids are kept out of children's reach
		Stable step stools are used to reach high places

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

**Bathrooms** 

Yes	No	
		Toilet facilities are age appropriate, clean and are supplied with toilet paper, soap, disposable towels, and tissues accessible to children
		Stable step stools are available where needed
		Electrical outlets have safety covers or are modified to prevent shock
	L	Electrical equipment is stored away from water and not accessible to children
		Cleaning products and disinfectants are locked in a cabinet out of children's reach
		If potty chairs are used, they are easy to clean with a bleach solution in a utility sink used only for that purpose, if possible
		Potty chairs are not used in the food preparation or dining areas, and potty chairs cannot be reached by children when they are not in use
		Caregivers and children always wash hands after toileting and diaper changing
		The changing of diapers or soiled underwear is done in a special, separate area away from food and play
		The diapering and changing table has rails to keep the child from rolling off
		Trash cans for diapers, tissues, and other materials that come in contact with body fluids can be opened with a step pedal and are lined with a plastic bag, emptied daily, and kept clean
		Paper towels and liquid soap are readily available at the sink
		Diaper changing area are washed and disinfected with a germicidal solution after each use
		Children are never left alone on a changing table, bed, or any other elevated surface
		Children are never left unsupervised in or near water

**Active Play Areas Including Playgrounds** 

Yes	No	
		Surfaces underneath indoor and outdoor play equipment are covered with impact absorbing materials in accordance with the U.S. Consumer Product Safety Commission standards.
·		Playground area is fenced in
		The active play area offers a wide range of parallel and interactive activities and are developmentally appropriate
		Water for drinking and first aid is available near the play area
		A well-stocked first aid kit is accessible to all caregivers during outdoor play

**Surfacing** 

Yes	No	
		The following surfacing materials are not in use underneath indoor and outdoor play equipment that
	1	children can climb: asphalt, concrete, soil or hard-packed dirt, grass, turf, linoleum, or carpeting
		There are no toys or objects (including surfacing material) with a diameter less than 1 1/4 inch accessible
	<u> </u>	to children who are still placing objects in their mouths

#### **Protrusion & Entanglement**

Yes	No		
		All metal edges are rolled	
		Any exposed bolts do not protrude more than two threads beyond the face of the nut; exposed bolts have	
		no burrs or sharp edges	

**Entrapment** 

Yes	No		
		There are no openings in any pieces of active play equipment between 3 ½ and 9 inches that could cause	
		head entrapment	
		All spaces are too big or too small to entrap a child's finger.	

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

**Equipment Spacing** 

Yes	No		
		There are at least 6 feet of open space on all sides of each piece of equipment	
		Play equipment pieces are spaced at least 12 feet apart from each other (each has its own 6 foot use space)	

**Trip Hazards** 

Yes	No		
		All anchoring devices, such as footings and bars at the bottom of climbers, are below the playing surface	
		There are no exposed tree/plant roots	
	Changes in elevation are made obvious by the use of brightly colored visual or other barriers		

**Appropriate Activities & Equipment** 

Yes	No			
		Age-specific play areas are separated by distance or physical barrier		

Maintenance

Yes	No	
		Daily checks include: broken glass and/or equipment, trash, displaced surfacing, puddles of water, etc.
		All hardware fasteners, permanent coverings, or connecting devices are tight and cannot be removed without tools
		All surfaces are intact
		All structures are sturdy enough that they will not move or tip over when the weight of an adult is put against them
		There is no peeling paint. (Lead in peeling paint on play equipment is a common hazard.)
		All ropes are tight and strands cannot be pulled apart

**Supervision** 

Yes	No	
		All areas where children can play are in view of an adult at all times
	Every child is accounted for at all times by a supervising adult. Some method of assuring that no childden or missing from the group must be used	
		When children must leave the play area to use the toilet, to get first aid, or for any other reason, supervision of the child who leaves and the children who remain in the play area is secure and consistent with staff/child ratio requirements
		Children are prevented from playing in a way that challenges them beyond their abilities or that puts others at risk of significant injury

Sand

Yes	No		
		and digging areas are in the shade	
		Sand digging areas are contained by smooth frames	
	Sand is covered when not in use to prevent infectious disease and injury risk when animals and insect get into it		

Pinch, Crush, & Shearing Points

Yes	No		
		All spaces are too big or too small to entrap a child's finger	
		All wooden parts are smooth and without splinters	
		All corners are rounded, especially at exit ends and sides along a slide bed	
		Exposed ends of tubing have caps that cannot be removed without tools	

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

Other Hazards

Yes	No	
Play area is checked daily for litter, animals, animal feces or other hazards that hazards, and harbor infectious disease agents		Play area is checked daily for litter, animals, animal feces or other hazards that may attract insects, hide hazards, and harbor infectious disease agents
There are no attractive climbing hazards (such as trees) that are accessible frunderneath them		There are no attractive climbing hazards (such as trees) that are accessible from an object placed underneath them
There are no toxic or thorny plants present		There are no toxic or thorny plants present
		If classroom animals are kept, only an adult should clean cages, etc. Materials and sinks used for this purpose separate from feeding and changing areas. If children are handling animals, it should be under supervision and followed by hand washing afterwards.

**Emergency Preparedness** 

Yes	No	
		A working telephone is readily available as well as an operable flashlight or battery powered lantern
		Emergency plan is available, staff are aware of plan and procedures include the following:
	How to phone emergency medical services (EMS) system	
	Transportation to an emergency facility	
		Notification of parents
		<ul> <li>Where to meet if the child care setting is evacuated</li> </ul>
		<ul> <li>Plans for an adult to care for the children while a caregiver stays with injured children. This includes escorting children to emergency medical care</li> </ul>
		Alternate location for care is known to staff and parents, and is stocked with essential supplies (formula, diapers, toys, first aid supplies)
		Children's emergency phone numbers are posted near the phone and can be easily taken along in case of an emergency evacuation. Office has alternate emergency phone numbers in the event a parent cannot be reached. Alternate emergency phone numbers are updated on a routine basis
		Emergency procedures and telephone numbers are clearly posted near each phone
Each room and hallway has a fire escape route clearly posted  One or more caregivers certified in infant and child first aid and where children swim or ch disabilities are in care, one or more caregivers certified in infant and child CPR are always		
		One or more caregivers certified in infant and child first aid and where children swim or children with disabilities are in care, one or more caregivers certified in infant and child CPR are always present
		Caregivers always take a first aid kit on trips
		Smoke detectors and other alarms are tested monthly
		All exits are clearly marked and free of clutter
		Doors and gates all open out for easy exit
		Information on children with allergies or other special needs is kept in each room and clearly posted in the event the regular caregiver is not there.

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

First Aid Kit Inventory

ITEM	DATE CHECKED
	(Restock after each use and inventory monthly)
Disposable, nonporous gloves (use to protect hands	
from contact with blood or body fluids)	
Sealed packages of antiseptic (use for cleaning)	
Scissors (use for cutting tape or dressings)	
Tweezers (use to remove splinters)	
Thermometer (use for taking temperature)	
Bandage tape (hold gauze pads or splint in place)	
Sterile gauze pads (cleaning injured area and covering	
cuts and scrapes)	
Flexible roller gauze (hold gauze pad, eye pad, or	
splint in place)	
Triangular bandage (supporting injured arm or hold a	
splint in place)	
Safety pins (pin triangular bandage)	
Eye dressings (cover both eyes if foreign body is	
present and cannot be removed)	
Pen/pencil and note pad (writing down information	
and instructions)	
Syrup of ipecac (to be used only with instruction from	
or poison control center - check expiration date)	
Cold pack (for bumps and bruises when away from	
ice)	
Current American Academy of Pediatrics or American	
Red Cross Infant/Child first aid resource or equivalent	
guide (instructions)	
Coins (for use in pay phone)	
Poison control telephone number	
Water (bottle or a water source for cleaning injured	
areas and hand washing)	
Small plastic metal splint (to immobilize an injured	
finger)	
Soap (washing hands or injured area)	
Bee/insect sting kit (if child with severe allergy is in	
care). Be sure to keep written instructions for use	
with the medication	
INITIALS OF PERSON WHO CHECKED	

#### KEEP OUT OF THE REACH OF CHILDREN

Adapted from American Academy of Pediatrics, American Public Health Association. (1992) Caring for Our Children, National Health and Safety Performance Standards: Guidelines for Out-of-Home Child Care Programs. Washing, DC: AAP and APHA.

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS HEALTH AND SAFETY CHECKLIST

#### GET MEDICAL HELP IMMEDIATELY\*

For some conditions, you need to get medical help immediately. If the caregiver can reach the parent, the parent must come right away. Parents should let the child's doctor know that the caregiver has the parent's permission to call for advice in an urgent situation. In situations that require immediate medical evaluation, if the parent or the child's doctor is not available, the caregiver should contact the facility's health consultant or emergency medical services (EMS)/911 system for help.

Get help immediately for a child with any of the following conditions: (Please note that this is <u>not</u> a comprehensive list; when in doubt, call 911!)

- Specific fevers:
  - A baby less than 4 months of age has a temperature of 101 degrees F. rectally or 100 degrees F. axillary (armpit)
  - A temperature of 105 degrees F. or higher in a child of any age
- For infants under 4 months, forceful vomiting more than once
- Looking or acting very ill or getting worse quickly
- Neck pain when the child's head is moved or touched
- A stiff neck or severe headache and looking very sick
- A seizure for the first time
- Acting unusually confused
- Unequal pupils (black centers of the eyes)
- A blood-red or purple rash made up of pinhead-sized spots or bruises that are not associated with injury
- A rash of hives or welts that appears and spreads quickly
- · Breathing so fast or so hard that the child cannot play, talk, cry, or drink
- A severe stomachache that causes the child to double up and scream
- A stomachache without vomiting or diarrhea after a recent injury, blow to the abdomen, or hard fall
- Stools that are black or have blood mixed through them
- Not urinating at least once in 8 hours, a dry mouth, no tears or sunken eyes
- Continuous clear drainage from the nose after a hard blow to the head

#### Note for programs that provide care for sick children:

If any of the conditions listed above appear after the child's care has been planned, medical advice must be obtained before continuing child care can be provided. (List modified from the American Red Cross Child Care Course, 1990. For information about the course, telephone the local chapter of the American Red Cross or write to the American Red Cross, national Headquarters, Health and Safety, 8111 Gatehouse Road, Falls Church, VA 22042) Footnote: Recommendations are based on NYS Day Care Regulations and American Academy of Pediatrics Health and Safety Checklist 9/23/2015

#### APPENDIX B

#### NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS MEDICAID REASSIGNMENT FORM

## PROVIDER AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH AND

THE SERVICE PROVIDER UNDER CONTRACT WITH NASSAU COUNTY
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID SCHOOL SUPPORTIVE HEALTH
SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

## HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.

(Organization/Contracted Provider's Name)

will hereinafter be called the (contracted) Provider, agrees as follows to:

A).

- 1. Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
- 2. On request, furnish the New York States Department of Health, or its designee and the Secretary of the United State Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
- 3. Comply with Title the disclosure requirements specified in 42 CCR Part 455, Subpart B.
- B). Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C). Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Contract) Providers Authorized signature:	Vandet XC
Address: 100 East Main St., Hun	
City: Huntington State: NY	zip: //743
Telephone: <u>(31-(1.593337</u> Dat	e Signed: 8210

#### APPENDIX B

#### STATEMENT OF REASSIGNMENT TO NASSAU COUNTY

## HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.

#### Name of Contracted Provider

By this reassignment the above-named contracted provider of services agrees:

- 1. To reassign all Medicaid reimbursements to Nassau County that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSSHSP).
- 2. To accept as payment in full the contracted reimbursement rates for the covered services.
- 3. To comply with all rules and policies as described in your contract with Nassau County.
- 4. To agree not to bill Medicaid directly for any services that Nassau County will bill under the SSHSP program.

<b>NOTE:</b> Nothing in this "A	Agreement of Reassignment" would prohibit a Medicaid practitioner from
claiming reimbursement for Med	licaid Eligible services rendered outside of the School Supportive Health
Services Program (SSHSP).	- /
	Variable Q
812116	VChUW
(Date)	(Contracted Provider's Signature)

#### APPENDIX BB

### MEDICAID LIST FOR RESTRICTED, TERMINATED OR EXCLUDED INDIVIDUALS OR ENTITIES REVIEW

The Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

The Contractor further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors against:

- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), <a href="https://example.com/HHS-OIG-Fraud-Prevention-Exclusion Program Search">HHS-OIG-Fraud-Prevention & Detection Exclusion Program Search</a>
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system), NYS Office of the Medicaid Inspector General

Individuals and/or business entities who are identified as Restricted, Terminated or Excluded Individuals or Entities must be reported to the director of the Nassau County Department of Health Preschool Special Education Program in writing within three days of discovery and are prohibited and excluded from providing evaluations and/or services to preschool students and receive payments from Nassau County or provide office support/claiming for the evaluations and/or services. These identified individuals and/or business entities must be removed from the student's case immediately until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Contractors will be prohibited from submitting claims to Nassau County for any evaluations and/or services provided to preschool students whose evaluations and/or services would be paid with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services for the month in which they were identified as a Restricted, Terminated or Excluded Individuals or Entities and subsequent months until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Restricted, Terminated or Excluded Individuals or Entities who have been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG can notify the director of the Nassau County Preschool Special Education Program in writing of their status and request reinstatement to evaluate and/or provide services to preschool students whose evaluations and/or services paid for with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services. The independent provider, individual and/or entity will be notified in writing by Nassau County of the date on which the independent provider, individual and/or entity may begin to provide evaluations and/or services or provide office support/claiming 4410 evaluations and/or services under the terms of this contract.

Should the Contractor bill in error resulting in a fine to the County, the Contractor shall assume responsibility for the cost of the fine and shall reimburse the County in full. Failure to do such may result in the termination of this Agreement.

# Parent/Caregiver – DO NOT SIGN BLANK LOG NOTES

NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS Preschool Special Education Program

APPENDIX C Page of \_

Print legibly/use black ink only

rreschool Special Education Program	TREATMENT LOG - RELATED SERVICES
special Ed	0G - R
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	ATM
	TRE

Child's Manage (1 and 17 and		-000	# 1014	
Ciliu's Name (Last, First)		;; 000	Agency / Center-based School of Independent Contractor   NPI #   School District	
Location of Service as per IEP: (Use code) O=Office, H=Home,	(Use code) O=Offic	e, H≐Home,	Print Name of Individual Service Provider / License Number	
PS=Preschool, D=Daycare, CB = Center, X=Other specify	= Center, X=Other s	specify		
Type of Service:	Dates of Service (IEP Dates)	e (IEP Dates)	Print Name of Individual Supervising Provider / Professional Credentials / License / NPI #	
	\$			
RX or Recommendation Date	ICD10 Code	□ Individual	Frequency & Duration as indicated on the IEP - <i>Individual</i> Sessions Per week:  Minutes:	EP - Group nutes:
		☐ Group Size		
Town of Service	NCDOH NPI #	Tintegrated	Frequency & Duration as indicated for this provider -Individual Sessions Par Week.  Sessions Par Week.  Minutes.	providerGroup
	1558403824	setting		intes.
* Only NON CB services require a verifying witness signature	e a verifying witness	signature	NPI # (Actual Therapist):	
NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, Provider and UDO/USO Supervisor for TSHH, TSSLD, CFY, COTA, PTA, LPN or Supervisor of LMSW	igned off by Parent of UDO/USO Supervisor or Supervisor of LM	or Authorized sor for TSHH, SW	SESSION CODES: P-Service MU – Make Up Session CA – Child Absent TA - Therapist Absent S - CPSE Meeting	eeting T - Testing
Date of Session Start Time AIM	End Time Ses	Session Code	Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child	CPT Code(s):
* Signature of Parent or Verifying Witness	ng Witness	Date		Location Code:
Provider Signature Professi	Professional Cradentials	Dafa		Service Type
				□ Individual
USO/UDO Supervisor Signature Professional Credentials Date	e Professional Crede	entials Date	PROGRESS (CHECK ONE):	☐ Group Size Per IEP
Date of Session Start Time AM PM	End Time AM PM	Session Code # in Group	Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child	CPT Code(s):
* Signature of Parent or Verifying Witness	ng Witness	Date		Location Code:
Provider Signature Professi	Professional Credentials	Date		Service Type
				□ Individual
USO/UDO Supervisor Signature Professional Credentials Date	e Professional Crede	entials Date	PROGRESS (CHECK ONE):     Progress	☐ Group Size Per IEP

☐ Group Size Per IEP CO - Coordination R - Wkly Recommendations/Interventions for Classroom Teacher/Caregiver O - Other SESSION CODES: P-Service MU - Make Up Session CA - Child Absent TA - Therapist Absent S - CPSE Meeting T - Testing ☐ Group Size Per IEP ☐ Group Size □ Individual CPT Code(s): Location Code: Service Type □ Individual Service Type -ocation Code: Service Type □ Individual CPT Code(s): CPT Code(s): Location Code: Per IEP ₽ Page Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child No Progress No Progress ☐ No Progress Date U Limited Progress Umited Progress Limited Progress Progress PROGRESS (CHECK ONE): | Contact and Comments Codes: TC - Telephone Conf CN - Communication Notebook DOB: I certify all information entered on this Treatment Log is correct (Provider Sig.) NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, Provider and UDO/USO Supervisor for TSHH, TSSLD, CFY, COTA, PTA, LPN or Supervisor of LMSW USO/UDO Supervisor Signature Professional Credentials Date Date USO/UDO Supervisor Signature Professional Credentials Date Date Date Date Date USO/UDO Supervisor Signature Professional Credentials Date Date Session Code Session Code Session Code # in Group # in Group # in Group Professional Credentials Professional Credentials Professional Credentials AM PM A M Σ \* Signature of Parent or Verifying Witness \* Signature of Parent or Verifying Witness End Time \* Signature of Parent or Verifying Witness End Time **End Time** AM PM AM PM AM PM Date of Session Start Time Date of Session Start Time Date of Session Start Time Child's Name (Last, First); Codes Notes Provider Signature Provider Signature Provider Signature Date

Date

Treatment Log Reviewed by

Print Reviewer's Name: \_

PS 1100 RS Treatment Log revised 3-13-15

## DO NOT SIGN BLANK LOG NOTES Parent/Caregiver -

NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS Preschool Special Education Program

## Print legibly/use black ink only ONE THERAPIST PER LOG

		TREATMENT LOG-SEIT	ONE THERAPIST PER LOG	
Student's Name (Last, First)	DOB:	Independent C	School District	
Location (Office/Child Care Center/Home/etc) as indicated on IEP	Town of Service	Print Name of Individual Service Provider/ Professional Credentials/ Certificate #	als/ Certificate #	
	Type of Service	Frequency & Duration as indicated on the IEP - Individual	Frequency & Duration as indicated on the IEP - Group	
	SEIT	Sessions Per Week: Minutes:	Sessions Per Week: Minutes:	
Dates of Service (IEP Dates)	□ Individual	Frequency & Duration as indicated of this provider-Individual	Frequency & Duration as indicated of this provider - Group	dno
đ	□ Group	Sessions Per Week: Minutes:	Sessions Per Week: Minutes:	
		Location of SEIT services must match location indicated in the student's IEP	cation indicated in the student's IEP.	
NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, and the SEIT Provider	ent or Authorized	SESSION CODES: P-Service MU – Make Up Session CA – Child Absent TA-Teacher/Therapist Absent S-CPSE Meeting T- Testing	J Absent	
Date of Session Start Time End Time	Session Code	Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child	measures of success) and response(s) of child Location of Service:	on of e:
T IN				
* Signature of Parent or Verifying Witness	Date			
Provider Signature	Date			
Date of Session Start Time End Time AM AM PM	Session Code	Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child	measures of success) and response(s) of child Location of Service:	on of e:
* Signature of Parent or Verifying Witness	Date			
Provider Signature	Date			
Date of Session Start Time End Time AM AM PM	Session Code	Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child	measures of success) and response(s) of child Location of Service:	on of e:
* Signature of Parent or Verifying Witness	Date			•
Provider Signature	Date			

Location of Service Location of Service Location of Contact and Comments Codes: TC - Telephone Conference CN - Communication Notebook CO -- Coordination R - Weekly Recommendations/Interventions for Classroom Teacher/Caregiver Service: Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child ō Page\_ Date SESSION CODES: P-Service MU - Make Up Session CA - Child Absent TA- Teacher/Therapist Absent S-CPSE Meeting T-- Testing I certify all information entered on this Treatment Log is correct (Provider Sig.) NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, and the SEIT Provider Date Date Date Session Code Session Code Session Code Date Date Date End Time AM PM A M \* Signature of Parent or Verifying Witness \* Signature of Parent or Verifying Witness \* Signature of Parent or Verifying Witness End Time **End Time** Date of Session Start Time AM PM Date of Session Start Time AM PM Student's Name (Last, First). Date of Session Start Time Notes Provider Signature Provider Signature Provider Signature Codes Date

PS 1100 SEIT Treatment Log March 2015

Treatment Log Reviewed by

Print Reviewer's Name:

Date

#### APPENDIX D

## NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS LIST OF PROGRAMS AND/OR EVALUATOR SERVICES APPROVED BY THE NEW YORK STATE EDUCATION DEPARTMENT AND SITE INFORMATION

List of Programs and/or Evaluator Services Approved by the New York State Education Department and Site Information

1. Approved Programs: Providers must complete the information below for all programs for which they have been approved by the New York State Education Department.

Program Description (Include name or program, student ratio, hours per dimore than and disabilities for which approved)  HODRO HOUS ONSU LOTON	one location, list all sites)
Program Code: 9135	enices, Inc. n Itinerant Scriptces (SEIS)
2. Approved Evaluator: Evaluators must complete	the information below.
Type of Evaluator	Evaluation Location(s)
Check one of the below as applicable:	(If evaluations are conducted at more than one location, list all sites)
[ ] Approved for <u>both</u> program and evaluation ser	rvices
Approved for evaluation services only.	
Please use addition	nal sheets as necessary.

#### **APPENDIX E**

NASSAU COUNTY DEPARTMENT OF HEALTH OFFICE OF CHILDREN WITH SPECIAL NEEDS AMENDMENT OF SERVICES REQUEST FORM (Complete one page for each site)

(Complete one page for each site)

Contractor: 12 ping Hands Consultation Services of blacksping Hands Childre
Name: Vancia La RASa Title: Executive Director Services
Federal Tax I.D./Social Security # $80-2200235$
Agreement Period: Sept 1, 2015 to Aug. 31, 2020
Contract Number:
Date Executed/Amended:
1A) New Program types requesting modification approval (amendment to contract required):
Added: □ Evaluation Program □ SEIT Program □ Center Based Program □ Related Services
1B) Existing Program types requesting modification approval:
Terminated: □ Evaluation Program □ SEIT Program □ Center Based Program □ Related Services
Site Added: ☐ Evaluation Program ☐ SEIT Program ☐ Center Based Program ☐ Related Services
Site Deleted: □ Evaluation Program □ SEIT Program □ Center Based Program □ Related Services
2) Site Information:
Add/Delete: □ Evaluation Program □ SEIT Program □ Center Based Program □ Related Services
Site Name:
Site Street Address:
Site City and Zip Code:
3) Supporting documentation attached:  □ Amendment Request Letter and if applicable,  □ State Approval Letter for Center Based Programs, SEIT Programs, and/or Evaluator Services Approved by the New York State Education Department and Site Information  □ Support documentation for addition of Home Office site  Note: Program termination letters must include information with regards to maintenance of records as stated in the original contract. If applicable, provider must contact NYSED.
For Department of Health Use Only  Approved By  Date:
Approved By Date: Date:

# 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 antidiscrimination 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, gender, 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 womenowned 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 of receipt of the arbitrator's 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 intergovernmental 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

# Cartificate 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:
	Dr. Vanetta La Rusa (Namo)
	160 E. Main St., Huntington, NV11743 (Address)
	(Telephone Number)
2,	The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3,	In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
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4,	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
	The state of the s
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.
	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below.
( 3 Dated	Signature of Chief Executive Officer
•	Name of Chief Executive Officer
Sworn	to before me this

Loda day of Ottober 20 16

Notary Public

TERI L. GEORGE
Notary Public, State of New York
No. 52-4319110, Suifolk County
Commission Expires July 31, 20

# Appendix F

# **Contract Deliverables Excel File**

See attached file.

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# INSURANCE REQUIREMENTS

The following three insurance requirements must be satisfied prior to the County executing the attached contract. Please provide this information to your insurance agent.

1) **Commercial General Liability Insurance,** which policy shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage.

Certificate of Insurance must include the following in regard to General Liability:

- Description: The County of Nassau is named as an Additional Insured.
- Certificate Holder: County of Nassau, 60 Charles Lindbergh Blvd., Uniondale, NY 11553
- 2) **Professional Liability Insurance**, which policy shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage.
- 3) Workers' Compensation Insurance, compensation insurance for the benefit of the Contractor's employees, which insurance is in compliance with the New York State Workers' Compensation Law. In the event that the Contractor does not have any employees, a signed letter attesting to this must be provided to the County.

Failure to maintain current certificates of insurance on file with the County could result in the contract being terminated or delays in payment. Updated certificates should be mailed to the Department of Health, 60 Charles Lindbergh Boulevard, Suite #110, Uniondale, NY 11553 or faxed to (516) 227-7079.

# COUNTY OF NASSAU

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

Helping Hands Chisultation Services, Inc.  1. Name of the Entity: DIBIA Helping Hands Children Services
Trialle of the Entity: DIBIA HEADING Formas Children Services
Address: I(r() East Main St.
City, State and Zip Code: Huntington, NY 11743
2. Entity's Vendor Identification Number: 80-2200225
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoClosely Held CorpOther (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):
Vaneta La Rosa-Executive Director
List names and addresses of all shareholders, members, or partners of the firm. If the hareholder is not an individual, list the individual shareholders/partners/members. If a Publicly eld Corporation, include a copy of the 10K in lieu of completing this section.  Vanetica Lakesa-Executive Sirector.
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(b) description of	Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete lobbying activities.
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8. VERJFI contractor-pr-Ve	CATION: This section must be signed by a principal of the consultant, endor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigner statements and t	d affirms and so swears that he/she has read and understood the foregoing they are, to his/her knowledge, true and accurate.
Dated: 8	2/16 Signed: Vand
v	Print Name: Vaneta La Cosa
	THE EXECUTIVE Director

## Page 4 of 4;

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, defaat, 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 pearlit 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 ontoome 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 suployee 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.



OFFICE OF SPECIAL EDUCATION
ASSISTANT COMMISSIONER
89 Washington Avenue, Roem 301M E8 • Albany, NY 12234
www.p12.nysed.gov/specialed/

Telephone (518) 402-3353 Fax: (518) 402-3534

November 17, 2015

Vanetta LaRosa, Ph.D.
Executive Director
Helping Hands Consultation Services, Inc.
160 East Main Street
Huntington, NY 11743

Dear Dr. LaRosa:

The New York State Education Department (NYSED) has completed its preschool reapproval review of Helping Hands Consultation Services, Inc. The review was conducted pursuant to section 200.20(c) of the Regulations of the Commissioner of Education to determine whether the program provides quality services in a necessary and cost-efficient manner and in the least restrictive environment for preschool students with disabilities; to ensure that the program has a clearly defined governance structure, a strong system of internal controls and operates in a fiscally responsible manner; to ensure that the owner(s), chief executive officer(s) and/or chief administrator(s) possess the character, experience and educational background to oversee a preschool special education program.

Based upon this review, NYSED found that Helping Hands Consultation Services, Inc. has met the compliance and efficiency standards requirements of section 200.20(c) and that it has demonstrated a reasonably calculated set of internal controls. However, this determination was based on a limited sample of students as Helping Hands Consultation Services, Inc. has been operating with a significantly reduced enrollment (four students for the 2013-14 school year) in its Special Education Itinerant Services (SEIS) program. Section 200.7(c)(3) of the Regulations of the Commissioner of Education requires that an educational program approved for reimbursement provides instruction to a minimum of 16 students.

Therefore, NYSED is providing a one-year **conditional** reapproval of Helping Hands Consultation Services, Inc. to operate its SEIS program as identified on the enclosed chart. Please inform your Special Education Quality Assurance (SEQA) Regional Associate, Julia Nagle, of the date by which you can ensure that the SEIS program is operating consistent with the Regulations of the Commissioner of Education. Full approval will be granted based upon NYSED's verification that Helping Hands Consultation Services, Inc. is serving a minimum of 16 students in its SEIS program.

As a result of this reapproval, your agency must abide by all applicable laws and regulations and implement the program as approved. Please note that prior to implementing any changes to your agency's program model you are required to submit a Modification Request Application, found at <a href="http://www.p12.nysed.gov/specialed/applications/preschool-home.html">http://www.p12.nysed.gov/specialed/applications/preschool-home.html</a>, and must receive written approval from this Office before making any program modifications.

If you have any questions about the information contained in this letter, please contact Julia Nagle, Regional Associate in the Special Education Quality Assurance (SEQA) Long Island Regional Office, at (631) 952-3352, or Elina Tsenter, Associate in the Preschool Policy Unit, at (518) 473-6108.

Sincerely,

James P. DeLorenzo

#### Enclosure

c: Jacqueline Bumbalo
Eileen Taylor
Julia Nagle
Suffolk County Section 4410 Designee
Early Childhood Direction Center Capital Suffolk County



# THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF SPECIAL EDUCATION
ASSISTANT COMMISSIONER
89 Washington Avenue, Room 301M EB • Albany, NY 12234
www.p12.nysed.gov/specialed/

11/17/2015

Telephone: (518) 402-3353 Far: (518) 402-3534

Name of Agency: HELPING HANDS CONSULTATION SERVICES, INC. Agency Code and County Name: 800000062813, SUFFOLK Type of Programs: Special Education Itinerant Services

Type of Program:	Special Education Itinerant Services	erant Services
Program Site Address	Counties Served	Hours of Operation
HELPING HANDS CONSULTATION SERVICES, INC. SEIS ADMINISTRATION 160 EAST MAIN STREET HUNTINGTON, NY 11743 631-659-3337 VANETTA LAROSA, EXECUTIVE DIRECTOR	NASSAU SUFFOLK	8:00 AM - 6:00 PM MONDAY - FRIDAY
Conditional one year approval		

# Instructions for Completing the Statewide Central Register Database Check Form

LDSS-3370

- ALL information on the form must be easily read so that data entry and results are accurate. Each SCR Database Check submitted should be reviewed for completeness and legibility by the program/agency liaison. If the form is incomplete or illegible, it will be returned to the agency for corrections.

## THE PROPER WAY TO COMPLETE THE FORM:

#### **AGENCY INFORMATION**

#### **TOP LINE OF FORM:**

- The three-digit agency code must be placed in the top left-hand box, followed by the Resource I.D. (RID) in the next box to the right. (Contact the licensing agency if there are any questions about these.)
- Daycare providers must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID number. (Contact your licensing agency/Regional Office if you have any questions).
- Clearance Category letter code (see back of Form LDSS-3370) must be placed in the middle box.
- Phone number (with area code) enables the SCR to contact the agency liaison if this becomes necessary.
- The Request ID Box is for SCR use only.

#### **AGENCY ADDRESS AREA:**

- Agency Name: Please use full name, no abbreviations
- Agency Liaison is the contact person at the inquiring agency. (\*The SCR response will be addressed to the liaison.) The liaison cannot be the applicant or a relative of the applicant.
- Agency Address: Must include street, city

## **APPLICANT INFORMATION**

#### **APPLICANT/HOUSEHOLD MEMBER AREA:**

- <u>ALL HOUSEHOLD MEMBERS, ADULTS AND CHILDREN, WHETHER RELATED TO THE APPLICANT OR NOT, ARE TO BE LISTED IN THIS AREA OF THE FORM.</u>
- Remember to write clearly or type all information in order to assist in obtaining an accurate response. Record all names with the last\_name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known.
- Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)

If there are no other household members, indicate NONE on the line below "Maiden/Alias".

- First column: indicate the relationship to the applicant of each person listed. (Spouse, son, daughter, mother, father, friend, etc.)
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

#### **ADDRESS AREA:**

The information required varies depending on the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for categories), provide addresses for the applicant and any household member who is 18 and older. We need this information for the last 28 years. Attach supplemental pages if necessary, but do not use another LDSS-3370 form to list this additional information. Be sure to associate address histories with particular individuals (i.e., indicate which addresses are for which household members).
- For all other categories, only the applicant's address history is required for the last 28 years.
- Complete addresses are required. Include street name and city/town/village. Also include street number and apartment number. Post Office Box numbers are not acceptable. If the applicant has lived abroad, indicate country and dates of residence. If the applicant has spent time in the military, list base names and locations along with dates. Be sure that there are no periods of time unaccounted for.
- -The top line is for the current address. The previous address should be listed on the second line downward, and so on to the back of the form for the last 28 years. Staple the attached supplemental page to the form if more space is needed, but do not use another copy of the LDSS-3370 for this additional information.

### SIGNATURE AREA:

Signatures required depend upon the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for category), signatures are needed from the applicant and any household member who is 18 or older.
- For all other categories, only the applicant's signature is required.
- All signatures must correspond to the names recorded in the Applicant/Household Member Area-for example; Mary Smith should not sign Mary Ann Smith. Victoria Smith should not sign Vicki.
- Applicants must sign in the boxes marked "Applicant's Signature", household members over 18 who are not applicants must sign in the boxes at the
  extreme bottom of the page marked "Signature".
- All signatures must be dated (mm/dd/yy). The SCR will not accept a form with a signature date more than 6 months old.

If you have questions regarding proper completion of this form, please call the SCR at 518-474-5297.

#### MAIL YOUR COMPLETED LDSS-3370 FORM TO:

P.O. BOX 4480 ALBANY, N.Y. 12204-0480

#### TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <a href="http://ocfs.state.nyenet/admin/forms/SCR/">http://ocfs.ny.gov/main/forms/cps/</a> and mail the completed OCFS-4627 Request for Forms and Publications, to: THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.

LDSS-3370 (Rev. 09/2014) FRONT

# **NEW YORK STATE**

OFFI	CE OF CHILDREN AND	D FAMILY SERVICES	
STATEWIDE (	CENTRAL REGIS	STER DATABAS	E CHECK

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## AGENCY LIAISON INSTRUCTIONS

Please verify that each form is completed. Incomplete forms will be returned to the sender. For ADOPTION, FOSTER CARE, and FAMILY and GROUP FAMILY DAY CARE, if both spouses are applicants, both are to sign. Persons eighteen years old and over residing in the home of applicants for ADOPTION, FOSTER CARE and FAMILY AND GROUP FAMILY DAY CARE also must sign the form.

AGENCY CODE - Record your 3-digit agency code. NOTE: Day Care, Family and Group Family Day Care and Camps must provide the agency code of the agency or office which issues your license or certificate. Verify your Alpha or Alpha/Numeric 3 digitcode with your licensing agency.

<u>DAYCARE PROVIDERS</u> - Must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID (RID) number. (Contact your licensing agency/Regional Office if you have any questions).

RESOURCE I.D. (RID) - Record your RESOURCE I.D. (RID) in this field. OCFS, OMH, OMRDD, DOH, OASAS and SED licensed agencies and programs, and Local Departments of Social Services, have RID'S as of 9/01. Verify your RID number with your licensing agency. If you need assistance, email: <a href="mailto:ocfs.sm.conn">ocfs.sm.conn</a> app@ocfs.ny.gov

**CLEARANCE CATEGORIES** - Record the appropriate category.

- A Adult Services/Family Type Home for Adults
- D Prospective employee (Local DSS district bill against reimbursement)\*\*
- E Current employee.
- F Prospective/new employee other than day care employees. (fee required see below)\*
- **M** Director of a summer camp, overnight camp, day camp or traveling day camp.
- **N** Applying for a license to operate a day care center. (To be submitted by authorized licensing agency only.) (fee required see below)\*
- P Applying to be family day care provider. (fee required see below)\*
- Q Applying to be group family day care provider. (fee required see below)\*

- R Applying to be kinship foster parents.
- S Provider of goods/services
- U Universal Pre-K Teacher (fee required see below)\*
- W Applying to be foster parents or family care home providers.
- **X** Applying to be adoptive parents pursuant to an application pending before the inquiring agency.
- Y Prospective Day Care employee (fee required see below)\*
- Z Prospective volunteer/consultant.

AGENCY LIAISON - Record the name of the person to whom the response should be sent (cannot be the same as applicant or related to the applicant).

<u>APPLICANT/HOUSEHOLD MEMBER AREA INSTRUCTIONS</u> - This information is to be provided by the applicant/ employee/provider. See front of form.

APPLICANT(S) (at least one person must be so designated)-USE FIRST LINE

MAIDEN NAME/ALTERNATIVE/AKA: must be completed for every applicant. Record ALL previous names used. Start with second line. Use as many lines as needed (One last name per line)

OTHER HOUSEHOLD MEMBERS: describe relationship to applicant, e.g., son, daughter, father, mother, friend, etc. on remaining lines (ATTACH ADDITIONAL PAGE IF NECESSARY)

## IF NO OTHER HOUSEHOLD MEMBERS, record NONE on line below MAIDEN/ALIAS.

\*Social Service Law 424a requires the collection of a \$25.00 fee for certain categories. A certified check, postal or bank money order, teller's check, cashier's check or agency check made payable to "New York State Office of Children and Family Services" in the amount of twenty-five dollars, is to accompany the form. The check also is to include the applicant's name and the agency code.

N.B.: a separate check must accompany each form.

\*\*Social Service Law 424a, allows local DSS to bill against their reimbursement the charge collected for screening prospective employees.

If you have questions, please call the SCR at 518-474-5297.

# **MAIL YOUR COMPLETED LDSS-3370 FORM TO:**

STATEWIDE CENTRAL REGISTER
P.O. BOX 4480, Attention: Service Center Unit
ALBANY, N.Y. 12204-0480

#### TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) Request for Forms and Publications, from the Intranet: <a href="http://ocfs.state.nyenet/admin/forms/SCR/">http://ocfs.state.nyenet/admin/forms/SCR/</a> Internet: <a href="http://ocfs.ny.gov/main/forms/cps/">http://ocfs.ny.gov/main/forms/cps/</a> and mail the completed OCFS-4627 Request for Forms and Publications, to:

THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144. If you have difficulty accessing a form on either site, you can call the automated forms hotline to order forms at 518-473-0971.

# STAPLE TO LDSS-3370 (IF NEEDED)

# STATEWIDE CENTRAL REGISTER DATABASE CHECK FORM ADDITIONAL PAGE

(Use only if the space on the LDSS-3370 form is not sufficient)

ΔP	PΙ	IC.	ΔΝ	ıT	N	ΔΙ	ME:
~ 1	_					_	W. I

Print clearly, All dates must be consecutive. Be sure to associate address histories with particular individuals								
Previous Street Address	City	State	Zip	From	То			
				1				
		_						

STAPLE TO LDSS-3370 (IF NEEDED)

# STATEWIDE CENTRAL REGISTER DATABASE CHECK FORM ADDITIONAL PAGE

(Use only if the space on the LDSS-3370 form is not sufficient)

APPLICANT NAME:							
Other Household Members are (please print clearly):							
SCR Use Relationship To Only Applicant		Last Name	First Name	Sex		ate of Bir	th
Only	Applicant			M/F	M	D	Y
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# Helping Hands Consultation Services, Inc. DBA

# Helping Hands Children Services

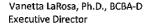
Hand in Hand Children Succeed

160 East Main Street ~ Huntington, NY 11743

Main Telephone: (631) 659-3337, Main Fax: (631) 659-3338

E mail: info@helpinghandschildren.com

www.helpinghandschildren.com



Kimberly Guillem, M.S. Ed Senior Director

# To Whom It May Concern:

Helping Hands Consultation Services, Inc. d/b/a Helping Hands Children Services is a For Profit entity and is not required to complete the Financial Controls Questionaire.

Sincerely,

Vanetta LaRosa, PhD, BCBA-LBA

**Executive Director** 

As you know, recently adopted County disclosure laws and policies now require. as a general matter, that all contract packages must include the following disclosure forms:

- Business History and Principal Questionnaire Forms: **(i)**
- Consultant's, Contractor's and Vendor's Disclosure Form; (ii)
- Political Campaign Contribution Disclosure Form; and
- Lobbyist Registration and Disclosure Form (if a lobbyist is utilized). (iii) (iv)

I now write to notify you that the Legislature insists that the forms must be completed in their entirety (no blanks) and all questions must be responded to appropriately. The most common errors have emerged in the responses to question 17 of the Business History Form and question 7 of the Consultant's Contractor's and Vendor's Disclosure Form. These errors are addressed below.

Regarding question 17 of the Business History Form, "not applicable" or "N/A" is not an acceptable response. If no conflict of interest exists, the individual or entity completing the form must affirmatively state "no conflict exists" in section (a) (i-ili). In section (b), the individual or entity must describe with particularity any procedures they have in place or would adopt in the future to ensure a conffict of interest does not arise or exist.

Regarding question 7(a) of the Consultant's Contractor's and Vendor's Disclosure Form, "not applicable" or "N/A" is not an acceptable response. If the individual or entity has not utilized the services of a lobbyist, the appropriate response is "no lobbyist utilized" or "none."

## Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowlingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Department: OMB

E-280-16

# **Contract Details**

SERVICE: Actuarial Valuation Services

NIFS ID #: CLBU16000002	NIFS Entry Date: 11/09/16 T	Cerm: 12 <u>/1</u>	/16 - 11/3	<u>30/18</u>
New Renewal	1) Mandated Program:		Yes	No 🛚
Amendment	2) Comptroller Approval Form Attached:		Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:		Yes 🗌	No X
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attac	hed:	Yes 🗌	No X
Blanket Resolution  RES#	5) Insurance Required		Yes X	No 🗌

# **Agency Information**

Vendor				
Name Milliman, Inc.	Vendor ID# 910675641			
Address 1550 Liberty Ridge Drive, Ste. 200 Wayne, NJ 19087-5572	Contact Person Robert LaMontagne			
	Phone 610-687-5644			

County	Department
Department Contact Robert Conroy	
Address 1 West Str	reet, 5th Floor
Mineola, New Yo	ork 11501
Phone 516-571-63	35

# **Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appy'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	i/9/16	Sylan Ourle	
	ОМВ	NIFS Approval		William Cree	Yes□ No ⊠
Wholig	County Attorney	CA RE&I Verification	11/10/16	a Owats	
7. 7.	County Attorney	CA Approval as to form	12/5/16	Jallen Sol	Yes No 🗆
	Legislative Affairs	Fw'd Original K to CA			
	Rules 🔲 / Leg. 🔲				
	County Attorney	NIFS Approval			
	County Comptroller	NIFS Approval			
	County Executive	Notarization $V$ $b-3$ Filed with Clerk of the Leg.	1910Z	n	

CLERK OF THE LEGISLATURE RESEIVED RESEIVED



Department: OMB

Contract Summary

Description: Contract Amendment #1 to the Original Agreement between Nassau County and Milliman Inc.

Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled" Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.

#### Method of Procurement:

In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3,2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received, The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on those criteria, a firm was selected pursuant to the RFP that was Issued.

Procurement History: Milliman has been providing actuarial services to Nassau County since 2012.

Description of General Provisions: The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.

Impact on Funding / Price Analysis: \$80,927.

Change in Contract from Prior Procurement: No change.

Recommendation: Approve as submitted.

#### Advisement Information

BUDGET CODES		
Fund:	GEN	
Control;	10	
Resp:	1000	
.Object:	DE	
Transaction:	500	

RENEW	AL
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	-
County	\$80,927
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$80,927

Document	
Prepared By:	

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1000 DE500	\$80,927**
2777	and the first transfer of the contract of the	-\$
3		\$
4	4. Imala 11/10/16	\$
5	The state of the s	\$4,14
6		\$
	TOTAL	\$80,927

		- COM	
***	eri Nagoli eriker erile er	11/09/2016	
		Date:	

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 2 n
Name	Name	Date
Date	Date	(For Office Use Only) E#:

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 MILLIMAN, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Milliman, Inc. to provide Actuarial Valuation services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the amendment to an
agreement with Milliman, Inc.



# Nassau County Interim Finance Authority

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

1. Vendor:	Milliman, Inc		
2. Dollar amount requi	ring NIFA approval: \$ 80,92	7	
Amount to be encum	bered: \$ 80,927		
This is a	New Contract Advisement	✓ Amendment	
If advisement - NIFA only:	should be full amount of contract needs to review if it is increasing fun should be full amount of amendment	ds above the amount previo	ously approved by NIFA
3. Contract Term: 1	12/1/2016 - 11/30/2018		
Has work or services on	this contract commenced?	Yes	0
If yes, please explain:			
4. Funding Source:			
<ul><li>✓ General Fund (GEI</li><li>Capital Improvement</li><li>Other</li></ul>		Fund (GRT) Federal % State % County %	
Is the cash available for the If not, will it require a f	full amount of the contract?	Yes Yes	No No
Has the County Legislature	approved the borrowing?	Yes	No✓ N/A
Has NIFA approved the borrowing for this contract?		Yes	No N/A
5. Provide a brief descri	iption (4 to 5 sentences) of the i	tem for which this appr	oval is requested:
The contractor wi	ill provide actuarial valuation	n services	
6. Has the item request	ted herein followed all proper p	rocedures and thereby	approved by the:
Nassau County Attorney Nassau County Commit	y as to form Yes tree and/or Legislature Yes		
Date of approval(s) a	and citation to the resolution w	here approval for this it	tem was provided:
7. Identify all contracts	(with dollar amounts) with this	s or an affiliated party w	vithin the 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. Budget Director Signature Roseann D'Alleva Print Name **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 Title Signature Date Print Name NIFA Amount being approved by NIFA: \_\_\_\_\_ Signature Title 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.

Print Name

George Maragos Comptroller



# OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: Milliman,	Inc.
CONTRACTOR ADDRESS: 1550	Liberty Ridge Drive, #200, Wayne, N.J.
FEDERAL TAX ID #: 91-0675641	
Instructions: Please check the appropriation roman numerals, and provide all the reque	· · ·
I. $\Box$ The contract was awarded to the lower	st, responsible bidder after advertisement
for sealed bids. The contract was awarded	after a request for sealed bids was published
in	[newspaper] on
[date]. The sealed bids were publicly opened on	[date] [#] of
sealed hids were received and opened.	

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

The original contract was entered into after a written request for proposals was issued on October 3, 2012. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. Three (3) proposals were received and evaluated. The evaluation committee consisted of: three members of the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on <u>December 31, 2012</u> . This is a renewal
or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after— <u>See memo dated December 14, 2012 attached</u>
describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. ✓ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
■ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. $\square$ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ <b>B.</b> The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

 $\square$  **D.** Pursuant to General Municipal Law<sub>2</sub>Section 119-0, the department is purchasing the services

required through an inter-municipal agreement.

VI. 

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

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

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

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

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature

12/8//6

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

## MEMORANDUM

To: Tim Sullivan, Deputy County Executive for Finance

From: Robert Conroy, Deputy Budget Director

Subject: Proposed Personal Services Agreement with Milliman, Inc.

Actuarial Consulting Services in regards to the County's 2012 and 2013 GASB 45

OPEB Valuations (Post-Retirement Benefits other than Pensions)

Date: December 14, 2012

On October 3, 2012 the County issued a Request for Proposals (RFP) to provide actuarial consulting services to the County and certain related entities (Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau Interim Finance Authority). The RFP was posted on the County's website and advertised in Newsday. Proposals were originally due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. The services to be provided will include, but not be limited to:

- Prepare Actuarial Valuations to comply with GASB 45 every two years and prepare estimates for intervening years.
- Provide certification that the Valuation was conducted in accordance with GASB 45 standards
- Respond to any requests from the County's outside auditor
- Assist the County in responding to data requests from other government agencies and any other interested parties
- Attend meetings as requested to discuss GASB 45 and related issues

Proposals were received from the following firms: Milliman, Inc, The Segal Group, Inc and the Howard B. Nyhart Company, Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people from the Office of Management and Budget: Robert Conroy, Ann Hulka and Steven Conkling. The proposals were evaluated based on the following criteria:

## Proposal Offeror's History and Service Background

This review will address the following questions:

Does the proposal demonstrate a successful service history?

Does the firm's organization and experience demonstrate the capacity to provide the services that are required?

Has the firm performed successfully in the past on projects of similar siza and scope?

## Readiness to implement the Program

This refers to the amount of time required for the firm to begin providing the RFP services and should answer the following questions:

Does the firm demonstrate the ability to provide RFP services immediately upon request or within the time frames established by the County?

Does the firm demonstrate the ability to implement the project within reasonable time frames? Will subcontracts be needed?

## Proposal Conciseness, Completeness and Clarity of Presentation

Under this criteria, the following questions would be addressed:

Is the proposal concise in terms of it being marked by brevity of expression and statement and free from elaboration and superfluous detail?

Does the proposal contain all elements identified in the RFP?

Does the proposal clearly represent the firm's capabilities?

## Cost of Overall Project

This considers whether the proposed charge is financially viable as well as cost effective. Viability means that the projected costs are sufficient to allow for adequate results to be achieved. Cost effectiveness means that the costs are sufficient to ensure adequate results without being inordinately expensive.

# • Adequacy of Program Design

This is a review of the proposal as a whole, paying particular attention to the firm's specific approach and plans for accomplishing the work in the RFP:

What is the firm offering to do for the County and how does the firm plan to accomplish this? Are the tasks consistent with the purpose of the RFP?

Does each of the tasks or activities support the performance of RFP services? Is the program design complete, consistent and feasible?

#### Other Factors

Any other information that would assist the County in the selection process.

Does the firm offer any other information that would help the selection process?

Does the firm's response make it different from other firms?

Has the firm proposed approaches and cost containment measures not included in other areas of the RFP? Are they appropriate and/or reasonable?

# Recommendation

Although the proposed fee from Milliman, Inc was higher than the other Proposer's (see chart below), the Committee felt that based on recent experience the County has had with Milliman, Milliman would be best suited to handle this engagement. This firm was called in on an emergency basis to provide the 2011 valuation and did so in an extremely expeditious and professional manner given the difficult circumstances at the time.

	Average Hourly	Number of	Total Estimated	Total Estimated Estimated
<u> </u>	Rate	Hours	Fees	Expenses Costs
Milliman, Inc	282.14	284	80,128	800 80,928
The Howard E. Nyhart Company, Inc.				
The Segal Company				

Please let me know if you need any additional information

C: Richard R, Walker, Chief Deputy County Executive Conal Denion, Bureau Chief, Office of County Attorney



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Electi ending on the date of this disclosure, of years prior to the date of this disclosure campaign committees of any of the for committees of any candidates for any	ficers of the vendor provided campaign contributions on Law in (a) the period beginning April 1, 2016 and or (b), beginning April 1, 2018, the period beginning two re and ending on the date of this disclosure, to the llowing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County aptroller, the District Attorney, or any County Legislator?
A/n	
Vendor authorized as a signatory of the Undersigned affirms and so swear statements and they are, to his/her known the Undersigned further certifies and a	affirms that the contribution(s) to the campaign committees I without duress, threat or any promise of a governmental
Dated: /2/1/2016	Vendor: MILLIMAN, INC.  Signed: Richard L. Gordon  Title: PRINCIPAL AND CONSULTING ACTUARY

# APPENDIX D

# **PRINCIPAL OUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the 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 Mary Christine Clare
	Date of birth 10 / 12 / 1973
	City/state/zip Seattle, WA 98119
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5736
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer/Secretary/
	Chief Financial Officer/Partner/
	Vice President/
	(Other**) **Assistant Corporate Secretary 05/2008 **Chief Legal Officer 05/2012
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  No X Yes If Yes, provide details.

5.	With orga deta	nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.	Has ar the pa details	by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide st.
lav Pr	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the se page and attach it to the questionnaire.
7.	In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	for any procee pendin (Providence)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. The detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.

	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? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9,	you be state or investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

#### 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.

I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this | S day of December, 2016

Constance.	. Di Di osia
Notary Public	
·	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL
	Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020
Milliman, Inc.	MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Name of submitting	business
Richard L. Gordon	
Print name	1
_ Kulel 2 Fr	ah
Signature	
Principal	
Title	
12 / 01 / 2	2016
Date	

# PRINCIPAL OUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Pamela Ann Cone
	Date of birth 12 / 30 / 1961
	City/state/zip_Seattle, WA 98119
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5626
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder/
	Chief Exec. Officer/Secretary/
	Chief Financial Officer/Partner/
	Vice President/
	(Other**) **Chief Marketing Officer 05/2003 **Vice President 05/2011
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.	Witl orga deta	nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.	Has ar the pa details	by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide s.
la Pr	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the see page and attach it to the questionnaire.
7.	In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	petition for any proceed pending (Provident)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any ag bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.

	a)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state or investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **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.

I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \s\day of December, 2016

( on stance	- Di Di osia
Notary Public	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL
	Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County
	My Commission Expires Feb. 5, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Milliman, Inc.	something the state of the stat
Name of submitting	business
Ü	
Richard L. Gordon	
Print name	a
10111	
MulelLy	<u> </u>
Signature	
Duta start	
Principal Trial	<del></del>
Title	
12 / 01 / 2	2016
Date	44.4.4

### PRINCIPAL OUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Matthew Robert Curtis
	Date of birth 10/ / 25 / 1969
	City/state/zip_Seattle, WA 98117
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5667
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer//Secretary//
	Chief Financial Officer/Partner//
	Vice President/
	(Other**) **Director of Brand Strategy 9/2005** **Vice President 01/2016**
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5,		nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.	Has ar the pa details	by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide s.
lav Pr	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the te page and attach it to the questionnaire.
7.	In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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? No X Yes If Yes, provide details for each such instance.
	ь.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	petitio for any procee pendin (Provi	my of the businesses or organizations listed in response to Question 5 filed a bankruptcy in and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any ago bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge

	a)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state o investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **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.

I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this | s | day of December, 2016

Constance	Didiosia
Notary Public	
1	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL Constance DiJiosia, Notary Public
	Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020
Milliman, Inc.	MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Name of submitting b	ulsiness
1,00110 01 000111100005	
Richard L. Gordon	Telefolds
Print name	_
Kerlef 2 La	, 
Signature	, , , , , , , , , , , , , , , , , , ,
Principal	
Title	
12 / 01 / 20	16
Date	

# PRINCIPAL OUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 James Blaine Fulton
	Date of birth 04/ / 14 / 1964
	City/state/zip_Issaquah, WA 98029
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5862
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer//Secretary//
	Chief Financial Officer/Partner//
	Vice President/
	(Other**) **Senior Vice President & Chief Financial Officer 7/2015**
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.	With orga deta	nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.	Has an the parties details	by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide st.
lav Pr	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	for any procee pendin (Provide	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. de a detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.

	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? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
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9.	you be state of investion and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
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11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **CERTIFICATION**

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this | day of December, 2016

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NonSlance 1	), fission
Notary Public	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020 /EMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Milliman, Inc.	
Name of submitting busin	ess
Richard L. Gordon	
Print name	
Rule L. Sur	
Signature	1-14-4
Principal	
Title	
12 / 01 / 2016 Date	

### PRINCIPAL OUESTIONNAIRE FORM

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1.	Principal Name Patrick Poyner Hendrickson
	Date of birth 07 / 22 / 1972
	City/state/zip Snohomish, WA 98296
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5574
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/Partner/
	Vice President/
	(Other**)  **Assistant Controller 05/2001  **Controller 05/2005
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.	With orga deta	nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
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	a.	Been debarred by any government agency from entering into contracts with that agency? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	for any procee pendin (Provident)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. de a detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.

	a)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state of investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, clocal prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **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.

I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this | Sl day of December, 2016

Constance Dillosia
Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL Constance DiJlosia, Notary Public
Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Name of submitting business
Richard L. Gordon
Print name
Kull & Sym
Signature
Principal
Title
12 / 01 / 2016 Date

### PRINCIPAL OUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Kenneth Paul Mungan
	Date of birth 07 / 02 / 1969
	City/state/zip_Downers Grove, IL 60515
	Business address 71 South Wacker Drive, 31st Floor
	City/state/zip Chicago, IL 60606
	Telephone <u>312-499-5597</u>
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer/Secretary/
	Chief Financial Officer/Partner/
	Vice President/
	(Other**) **Chairman of the Board 02/16/2015**
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.		nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.		by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide s.
lav Pr	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the se page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	petitio for any procee pendir (Provi	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy in and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or by portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any ago bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "Yes". If you need more space, photocopy the briate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No $\underline{X}$ Yes $\underline{\hspace{1cm}}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.

	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? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state or investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **CERTIFICATION**

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December, 2016

Constant	Di Diosia
Notary Public	
- (	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Milliman, Inc.	
Name of submitting b	usiness
_	
Richard L. Gordon	
Print name	
Ruhl I Sand	<u></u>
Signature	
<u>Principal</u>	
Title	
12 /01 /20	16
Date	

### PRINCIPAL OUESTIONNAIRE FORM

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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

Principal Name William Steven Pedersen

1.

	Date of birth 11 / 04 / 1956
	City/state/zip Issaquah, WA 98029
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5601
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer/Secretary/
	Chief Financial Officer/Partner//
	Vice President/
	(Other**)  **Controller 05/1994  **Treasurer and Controller 05/1999  **Financial VP and CFO 05/2006  **Sr. VP and CFO 05/2014
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.		nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.		y governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide .
lav Pr	w, or as ovide a	a affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the e page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	petitio for any procee pendin (Providence)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. de a detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.

	d)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state of investion and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.
		·

### CERTIFICATION

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \day of December, 2016

Constance	D. Diosia
Notary Public	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020
Milliman, Inc.	MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Name of submitting by	usiness
Richard L. Gordon	
Print name	
Kerlel & Soul	
Signature	
Principal	
Title	
12 / 01 / 20 Date	16

### PRINCIPAL OUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Brian Simon Pollack
	Date of birth 10 / 22 / 1954
	City/state/zip Bainbridge Is., WA 98110
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5517
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer/Secretary/
	Chief Financial Officer/Partner//
	Vice President/
	(Other**)  **Asst. Corporate Secretary 05/1993  **Corporate Secretary 05/1997  **Sr. VP and Corporate Secretary 05/2006
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  No X Yes If Yes, provide details.

5.		in the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ls.
6.		y governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide .
lav Pr	w, or as ovide a	a affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the e page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	for any procee pendin (Provident)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy in and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. The detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge

	d)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state or investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **CERTIFICATION**

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \4 day of December, 2016

Constance Difiosia
Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public Traduffrin Two, Chester County
Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Milliman, Inc.
Name of submitting business
· ·
Richard L. Gordon
Print name
1 110
Kell 15 mil
Signature
Bignature
D.111
Principal
Title
12 / 01 / 2016
Date

# **PRINCIPAL QUESTIONNAIRE FORM**

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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 Susan Helen Puz
	Date of birth 09/ / 03 / 1973
	City/state/zip_Vashon, WA 98070
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone N/A
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President/ Treasurer/  Chairman of Board/ Shareholder/  Chief Exec. Officer/ Secretary/  Chief Financial Officer/_ Partner/  Vice President/ (Other**)
	**Chief Risk Officer 05/2016
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.	Witl orga deta	nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? No X Yes; If Yes, provide ils.
6.	Has ar the pa details	by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? No X Yes If Yes, provide st.
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7.	In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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? No X_Yes If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
	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? No X Yes If Yes, provide details for each such instance.
8.	petition for any proceed pending (Provident)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. de a detailed response to all questions checked "Yes". If you need more space, photocopy the priate page and attach it to the questionnaire.)
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge

	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? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state or investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### 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.

I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this Stay of December, 2016

( on Stage Di Digiosia)	
Notary Public	
COMMONWEALTH OF PENNSYLVAN	IJΑ
NOTARIAL SEAL	
Constance DiJlosia, Notary Public	:
Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 202	n ]
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTA	
Milliman, Inc.	
Name of submitting business	
rame of submitting business	
D' 1 11 G 1	
Richard L. Gordon	
D ' .	
Print name	
Alud.	
- Revert Lotal	
Signature	
Duinainal	
Principal	
Title	
<u>12 / 01 / 2016</u>	
Date	

# **PRINCIPAL OUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the 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 Martin Brownfield Warr
	Date of birth 09 / 20 / 1959
	City/state/zip Puyallup, WA 98374
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5806
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President//Treasurer _05 /2005
	Chairman of Board/Shareholder//
	Chief Exec. Officer//Secretary//
	Chief Financial Officer/ Partner//
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  No X Yes If Yes, provide details.

5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes; If Yes, provide details.					
6.	. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes If Yes, provide details.					
lav Pr	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the e page and attach it to the questionnaire.				
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.				
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.				
	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? No X Yes If Yes, provide details for each such instance.				
	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? No X Yes If Yes, provide details for each such instance.				
8.	B. 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)					
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.				

	a)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state o investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

### **CERTIFICATION**

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this |s| day of December, 2016

Consta	ene Di Gioria			
Notary Public	COMMONWEALTH OF PENNSYLVANIA			
- 1	NOTARIAL SEAL			
	Constance DiJiosia, Notary Public			
	Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020			
:	MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES			
Milliman, Inc.	•			
Name of submi	tting business			
Richard L. Gord	Richard L. Gordon			
Print name				
Recht 1	Hur			
Signature	•			
Principal				
Title				
12 / 01	/ 2016			

Date

## PRINCIPAL OUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Stephen Anthony White
	Date of birth 12 / 03 / 1962
	City/state/zip_Edmonds, WA 98020
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone 206-504-5528
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President <u>09/ 2012</u> Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer <u>09/</u> 2012Secretary//
	Chief Financial Officer/Partner//
	Vice President/
	(Other**) **Director 09/2012
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes; If Yes, provide details.					
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes If Yes, provide details.					
lav Pr	w, or as ovide a	a affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the e page and attach it to the questionnaire.				
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.				
	ь.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.				
	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? No X Yes If Yes, provide details for each such instance.				
	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? No X Yes If Yes, provide details for each such instance.				
8.	petition for any proceed pending (Provident)	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy n and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "Yes". If you need more space, photocopy the triate page and attach it to the questionnaire.)				
	a)	Is there any felony charge pending against you? No X Yes If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.				

	a)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.
9.	you be state of investion and/or	tion to the information provided in response to the previous questions, in the past 5 years, have ten the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, r local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? No X Yes If Yes, provide for each such investigation.
10	respon investi limited	ition to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer?  Yes If Yes; provide details for each such investigation.
11.	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.
12.	federal	e past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this (5) day of December, 2016

Constane Dyliosia
Notary Public COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Milliman, Inc.
Name of submitting business
Richard L. Gordon
Print name
Ruh 12 Am
Signature
Principal
Title
12 / 01 / 2016 Date

## PRINCIPAL OUESTIONNAIRE FORM

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1.	Principal Name Andreas Franz Braendle
	Date of birth 11 / 03 / 1965
	City/state/zip Maple Valley, WA 98038
	Business address 1301 Fifth Avenue, Suite 3800
	City/state/zip Seattle, WA 98101-2635
	Telephone N/A
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board/Shareholder//
	Chief Exec. Officer/Secretary/
	Chief Financial Officer/Partner//
	Vice President/
	(Other**) **Chief Information Officer 09/2014**
3.	Do you have an equity interest in the business submitting the questionnaire?  No X Yes If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No X Yes If Yes, provide details.

5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes; If Yes, provide details.					
6.	. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes If Yes, provide details.					
lav Pre	w, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "Yes". If you need more space, photocopy the e page and attach it to the questionnaire.				
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? No X_Yes If Yes, provide details for each such instance.				
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes If Yes, provide details for each such instance.				
	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? No X Yes If Yes, provide details for each such instance.				
	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? No X Yes If Yes, provide details for each such instance.				
8.	petition for any proceed pending (Providence)	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy in and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any ago bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "Yes". If you need more space, photocopy the oriate page and attach it to the questionnaire.)				
	a)	Is there any felony charge pending against you? No $\underline{X}$ Yes $\underline{\hspace{1cm}}$ If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? No X Yes If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? No X Yes If Yes, provide details for each such charge.				

	a)	other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction.		
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.		
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes If Yes, provide details for each such occurrence.		
9.	O. 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? No X Yes If Yes, provide details for each such investigation.			
10	10. 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? No X Yes If Yes; provide details for each such investigation.			
11	Questi	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No X Yes If Yes; provide details for each such instance.		
12	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? No X Yes If Yes, provide details for each such year.		

#### **CERTIFICATION**

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I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this (3) day of December, 2016

Cash	Di Diosia
Notary Public	
-	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL
	Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County
	My Commission Expires Feb. 5, 2020
	MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Milliman, Inc.	
Name of submitting	ng business
Richard L. Gordon	
Print name	
1	/
Kul 24n	
Signature	
<i>U</i>	
Principal	
Title	
12 / 01	/ 2016
Date	

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### **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.

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

Date: November 30, 2016 1) Proposer's Legal Name: Milliman, Inc. 2) Address of Place of Business: 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 List all other business addresses used within last five years: 3) Mailing Address (if different):\_\_\_\_\_\_ Phone: 206 624 7940 Does the business own or rent its facilities? Rent 4) Federal I.D. Number or Social Security Number: 91-0675641 5) Dun and Bradstreet number: 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership XX Corporation Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_\_ No XX If Yes, please provide details: \_\_\_\_ 8) Does this business control one or more other businesses? Yes\_\_\_\_\_ No XX If Yes, please provide details:

## **Business History Form**

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No_XX If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No XX 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 XX 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 XX If Yes, provide details for each such investigation
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 _XX If Yes, provide details for each such investigation.
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? No XX YesIf Yes, provide details for each such charge.
	b) Any misdemeanor charge pending? No XX Yes If Yes, provide details for each such charge

### **Business History Form**

crime, an element related to the cond	urs, you been convicted, after trial or by plea, of any felony and/or any other to f which relates to truthfulness or the underlying facts of which duct of business? No <u>XX</u> Yes If Yes, provide details for each such
·	s, been convicted, after trial or by plea, of a misdemeanor? Yes If Yes, provide details for each such conviction
·	been found in violation of any administrative, statutory, or us? No XX Yes If Yes, provide details for each such occurrence.
had any sanction imp	has this business or any of its owners or officers, or any other affiliated business bosed as a result of judicial or administrative proceedings with respect to any eld? No <u>XX</u> Yes; If Yes, provide details for each such instance
applicable federal, states sewer charges? No response to all question	ears, has this business failed to file any required tax returns or failed to pay any te or local taxes or other assessed charges, including but not limited to water and <a href="MXX">XX</a> Yes If Yes, provide details for each such year. Provide a detailed ons checked 'Yes'. If you need more space, photocopy the appropriate page and onnaire

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:
  - (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 as collection agent on behalf of Nassau County. **NONE**
  - (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 as collection agent on behalf of Nassau County. **NONE**
  - (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. **NONE**
- 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. **Conflict checks firmwide.**

### **Business History Form**

### **Attachments**

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

- 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. SEE ORIGINAL PROPOSAL
  - Should the proposer be other than an individual, the Proposal should include:
- i) Date of formation; SEE ORIGINAL PROPOSAL
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; SEE ORIGINAL PROPOSAL
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); WA
- v) The number of employees in the firm; SEE ORIGINAL PROPOSAL
- vi) Annual revenue of firm; SEE ORIGINAL PROPOSAL
- vii) Summary of relevant accomplishments-SEE ORIGINAL PROPOSAL
- viii) Copies of all state and local licenses and permits. SEE ORIGINAL PROPOSAL
- B. Indicate number of years in business. SEE ORIGINAL PROPOSAL
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ORIGINAL PROPOSAL
- 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: Metropolitan Transportation Authority

Contact Person: Mr. Michael Mantell

Address: 2 Broadway, Room D15.25

City/State: New York, NY 10004

Telephone: 646 252 6593

Fax #: 646 252 6592

E-Mail Address: michael.mantell@nyct.com

### **Business History Form**

## **Attachments To Business History Form (Continued)**

Company:

Southeastern Pennsylvania Transportation Authority

Contact Person:

Jacob Aufschauer

Address:

1234 Market St., 6th Floor

City/State:

Philadelphia, PA 19107

Telephone:

215 580 7122

Fax #:

215 580 7185

E-Mail Address: jaufschauer@SEPTA.org

Company:

Long Island Railroad

Contact Person:

Michael Reilly

Address:

146-01 Archer Avenue

City/State:

Jamaica, NY 11435

Telephone:

<u>718 558 7676</u>

Fax #:

718 558 8619

E-Mail Address:

mreill@lirr.org

#### **Business History Form**

#### 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.

I, <u>Richard L. Gordon</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this | St day of December, 2016

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Tredyffrin Twp., Chester County

My Commission Expires Feb. 5, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Name of submitting business: Milliman, Inc.

By: Richard L. Gordon
Print name

Signature

Principal & Consulting Actuary

Title

12/0//2016

Date

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## COUNTY OF NASSAU

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

1. Name of the Entity: Milliman, Inc.
Address: 1301 Fifth Avenue, Suite 3800
City, State and Zip Code: Seattle, WA 98101
2. Entity's Vendor Identification Number: 910675641
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corpprivate corpOther (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):  see attached
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.  see attached

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
None
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
None

# Page 3 of 4

n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
Nassau County, New York State):  n/a  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 Contractor.
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 Contrac
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contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contrac
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.
Dated: December 1, 2016 Signed: Rich 2 Lak
Print Name: Richard L. Gordon
Title: Principal and Consulting Actuary

### Page 4 of 4

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.

## Milliman, Inc. Directors & Officers – 11/29/2016

	TITLE	NAME	BUSINESS ADDRESS	HOME ADDRESS
*	Vice President Chief Information Officer DoH: 6/16/2014	Andreas Franz Braendle DoB: 11/3/1965	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	17605 244th Avenue SE Maple Valley, WA 98038
	Practice Director, Casualty	Brian Zucker Brown	15800 Bluemound Road, Suite 100	20750 Bartlett Drive
	DoH; 11/6/1990	DoB: 8/24/1958	Brookfield, WI 53005-6069	Brookfield, WI 53045
	Practice Director, EB	Jeffrey Raymond Budin	3 Garret Mountain Plaza, Suite 101	4 Ashley Drive
	DoH: 12/3/1984	DoB: 4/29/1959	Woodland Park, NJ 07424-3352	Flanders, NJ 07836
*	Vice President Chief Legal Officer Asst. Corporate Secretary DoH: 8/9/2004	Mary Christine Clare DoB: 10/12/1973	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	1624 10th Avenue West Seattle, WA 98119
*	Vice President Chief Marketing Officer DoH: 5/1/2003	Pamela Ann Cone DoB: 12/30/1961	1301 Fifth Avenue, Suite 3800 Scattle, WA 98101-2635	1529 First Avenue West Seattle, WA 98119
	Practice Director, Life DoH: 7/1/2002	Dermot Corry DoB: 01/28/1965	7 Grand Canal Grand Canal Street Lower Dublin 2 IRELAND DO2 KW81	88 Clontarf Road Dublin 3 Ireland
*	Vice President Brand Strategy DoH: 9/1/2005	Matthew Robert Curtis DoB: 10/25/1969	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	7317 Earl Avenue NW Seattle, WA 98117
	Director DoH: 4/1/2009	Nicholas John Dumbreck DoB: 11/12/1954	11 Old Jewry, Third Floor London EC2R 8DU, England	Meadow Barn Priorsfield Road Hurtmore, Godalming Surrey GU7 2RQ, UK
*	Senior Vice President Chief Financial Officer DoH: 6/18/2015	James Blaine Fulton DoB: 4/14/1964	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	1086 NE Lupine Street Issaquah, WA 98029
*	Controller	Patrick Poyner Hendrickson	1301 Fifth Avenue, Suite 3800	15624 64th Avenue SE
	DoH: 10/16/1995	DoB: 7/22/1972	Seattle, WA 98101-2635	Snohomish, WA 98296
	-Director	Richard Borge Lord	251 South Lake Avenue, Suite 910	2285 Robles Avenue
	DoH: 6/15/1987	DoB: 9/16/1964	Pasadena, CA 91101	San Marino, CA 91108
	Practice Director, Health	Lorraine Wilcox Mayne	515 East 100 South, Suite 600	4336 South 785 East
	DoH: 7/1/1984	DoB: 7/29/1963	Salt Lake City, UT 84102	Salt Lake City, UT 84107
*	Chairman	Kenneth Paul Mungan	71 South Wacker Drive, 31st Floor	5333 Meadow Lane
	DoH; 6/1/1998	DoB: 7/2/1969	Chicago, IL 60606	Downers Grove, IL 60515
*	Senior Vice President Chief Operating Officer DoH: 2/1/1985	William Steven Pedersen DoB: 11/4/1956	1301 Fifth Avenue, Suite 3800 Scattle, WA 98101-2635	2472 NE Daphne Street Issaquah, WA 98029
*	Senior Vice President Corporate Secretary DoH: 6/15/1984	Brian Simon Pollack DoB: 10/22/1954	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	8677 Battle Point Drive NE Bainbridge Island, WA 98110
*	Chief Compliance Officer	Susan Helen Puz	1301 Fifth Avenue, Suite 3800	23322 Old Mill Road SW
	DoH: 5/29/2012	DoB: 9/3/1973	Seattle, WA 98101-2635	Vashon, WA 98070
	Director	Patricia Louise Renzi	One Pennsylvania Plaza, 38t <sup>th</sup> Floor	60 Gramercy Park N, Apt 2B
	DoH: 10/18/1999	DoB: 7/25/1957	New York, NY 10119	New York, NY 10010
	Director	Allen Joseph Schmitz	15800 Bluemound Road, Suite 100	320 Hollyhock Lane
	DoH: 9/28/1998	DoB: 10/22/1968	Brookfield, WI 53005-6069	Hartland, WI 53029
	Director	Rebecca Adams Sielman	80 Lamberton Road	6 Clemons Spring Road
	DoH: 3/17/1986	DoB: 11/24/1963	Windsor, CT 06095-2126	North Granby, CT 06060
*	Treasurer	Martin Brownfield Warr	1301 Fifth Avenue, Suite 3800	2508 32nd Avenue SE
	DoH: 2/18/2003	DoB: 9/20/1959	Seattle, WA 98101-2635	Puyallup, WA 98374
*	President and CEO	Stephen Anthony White	1301 Fifth Avenue, Suite 3800	831 Northstream Lane
	DoH: 7/1/1985	DoB: 12/3/1962	Seattle, WA 98101-2635	Edmonds, WA 98020

<u>Name</u> Office Portland OR Akwenuke Edwin O. (Eddy) Alcocer Pedro L Tampa Allen Darcy C. Philadelphia Ammons Sarah Dallas An Chihong Seoul Andersen Ryan M. Seattle Anderson Brian N San Diego Anderson Paul Milwaukee Angell Amy P. Boston Appel David New York Ashenbrenner Carl X. Milwaukee Avagliano Guy A. San Francisco Bachler Robert (Rob) Seattle Bagus Ghalid Chicago Baldwin Arthur L. (Art) Seattle Balestreri Aldo Milan **Bary Dorothee** Paris Bauer John J. New York Bauerlein John W. Atlanta Baveja Lalit New Delhi Bayram Rebekah D San Diego Beach Van R Seattle Beal Robert W. (Bob) Portland ME Becker Cassandra A Chicago Beckham Karen H Dallas Behar Bob A Chicago

Benbow David W Minneapolis (EB) Bentley T. Scott (Scott) Milwaukee Berezovskaya Anna Chicago Berger Corey N Atlanta Bergerson Mike Minneapolis Bernstein Gerald R. (Gerry) Milwaukee Berry George N. Philadelphia Bhagavatula Raja R. (Raji) New York Bhardwaj Vandana New Delhi Bierman Terry Omaha Birrell Justin C. Seattle Biscaglia Nicola Milan Bittner Allan Milwaukee Bjurstrom Kenneth (Ken) Milwaukee Blackburn Wayne E. Little Falls NJ Bleick Tim S Milwaukee Bloemer Tony Chicago Blumen Helen E New York

Boggs Ginny Dallas Boisseau Jean-Philippe Paris **Boland Greg** Dallas Bolduc Angela D Milwaukee Borba Philip S. **New York** Borcan Ashlee M Tampa Borcan Ashlee M Tampa Botsford John R. San Francisco Botsford John R. San Francisco Bottelil Richard J. (Dick) New York Bowen Glenn Philadelphia Boyarsky Victoria New York Brackett James M. (Jim) Chicago Bradley Ger Joseph Dublin **Bradley Jeff** Boise Brandel Shelly S. Milwaukee Breyman Erin R. Seattle Brinkmann Peggy A San Francisco Briscoe Robert K. (Bob) New York Boston **Brophy Craig R** Broulette James N. (Jim) Seattle Brown Brian Z Milwaukee Brown Zachary Z Chicago **Bucher Laura Cary** Seattle Albany Buck Noah P.

Name Office Buckle Joanne London Budin Jeffrey R. (Jeff) Little Falls NJ Burke Anthony J. (Tony) Boston Philadelphia Burke John (Jack) Burma Lance M. Minneapolls (EB) Callif Howard M Milwaukee Callif Howard M Milwaukee Campe Kevin M. Chicago Cantle Neil J. London Cardoso Andrea Christina Fonseca Rio de Janeiro Cestare Frank J. Philadelphia Chamberlain Matt S San Francisco Chamblee Matt P Tampa Chance Margaret Chicago Chansky Joel S. Boston Cheung Matt M Chicago Chye Pang Hong Kong Claffey Mike Dublin Clark Adrian L Seattle **Clark Charles** New York Clark Dominic R Milan Clark Kenneth (Ken) Chicago Clark-Shim William Hawley (Will) Portland OR Coates Sarah E Omaha Coffing Kelly S. Seattle Collier Nicholas (Nick) Seattle Conkel Douglas (Doug) Dallas Conlon James E. (Jim) Albany Connolly Roger Seattle Connor Timothy L. (Tim) Little Falls NJ Conwill Stephen H. (Steve) Tokyo Cook David N. Omaha Cook David N. Omaha Cook Michael C. Milwaukee Cook Scott Dallas Cookson John P. Philadelphia Cornwell Ronald M. (Ron) Omaha Corry Dermot Dublin Cosway Robert G. (Bob) San Diego Cottle William R. (Bill) San Francisco Courchene Jeffrey A. (Jeff) London Cross Brandy Omaha Culligan Michael Dublin Cummings Robert T Chicago Cusick David A. San Diego Dalton Andrew H Philadelphia Dalton Andrew H Philadelphia Daly Michael J Hong Kong Damler Robert M. (Rob) Indianapolis Seattle Daniels Lawrence P. (Larry) Davenport David A (Dave) Seattle Davenport Timothy J. (Tim) Seattle Davidson Phil E. San Francisco Davidson Phil E. San Francisco Davis James D. (Jim) Dallas DeMattei Michael L. (Mike) Los Angeles Devineau Laurent Paris DiCenso Stephen R. (Steve) Boston Dieguez Gabriela C. (Gabi) New York Dong Lynn F. Seattle Doran Phyllis A. Philadelphia Chicago Dukes Jeffery (Jeff) Dumbreck Nick J London Dunks Patrick J. (Pat) Milwaukee **Dutt Rajeev** Chicago Dyke Michelle D. Tampa Dyke Michelle D. Tampa

Dziedzic Kathleen M. (Kathy)

Ehrhardt John W.

Chicago

**New York** 

Name Office | Elshof Wouter Amsterdam Erickson Gerald R. Minneapolis (EB) Fedchak Paul M Indianapolis Fessier Todd P Seattle Filipek Troy Milwaukee Fisseha Abiy Walnut Creek Fitch Kathryn V. (Kate) New York Fleming Christine M. Boston Forbes David E. (Dave) Little Falls NJ Forray Susan Milwaukee Foster Denise Seattle Fox William J. (Will) Seattle Franken Peter Amsterdam Franzen Mark J. Milwaukee Frese Richard C. Chicago Friedrich Carl A. Chicago Frydrychowicz Marc A Milwaukee Ghazi Hassan Washington DC Giese Christopher J (Chris) Milwaukee Gilchrist Andrew London Gillespie Oliver London Giorgou Marcella R. New York Giorgou Marcella R. New York Girod Christopher S. (Chris) San Diego Glowacki Jonathan B Milwaukee Goetsch Eric Milwaukee Gordon Melissa A. (Missy) Minneapolis Gordon Richard L (Rick) Philadelphia Goring Karl Boston

Grulkowski Travis Milwaukee **Gueler Hector Buenos Aires** Gueler Hector **Buenos Aires** Hagstrom Dale S. **New York** Hargrove Patricia A Dallas Harris Ronald G. (Ron) Philadelphia Harrison Graham (Sandy) Philadelphia Hart Kevin M Milwaukee Hart Susan K. (Sue) Houston Harte Victor P. Little Falls NJ Hastings Steven (Steve) Seattle Hayes David G Atlanta Hayne Roger M. Los Angeles Haynes Roscoe Albany Helwig Dawn E. Chicago Hendrickson Jonathan M. (Jon) Phoenix Herbold IIII S Indianapolis

Herman Timothy (Tim) Milwaukee Herzfeld John **Boston** Hiemenz Kim K Mllwaukee Higgins Jeffrey M. (Jeff) Portland OR Hill Timothy E. (Tim) Chicago Hines William C. Boston Hirabayashi Kohji Tokyo **Hodge Charles** Dallas Hoerig Mario Düsseldorf Hoffman Charles R. Atlanta Hoffmann Lars Michael Düsseldorf Milwaukee Hogan William V. (Bill) Holloway Richard W Singapore Hoshino Takanori (Taka) Tokyo Houchens Paul R. Indianapolis Hughes Kyle E Dallas

Minneapolis (EB) Hulzel David R. (Dave) Hwang Cathy Hong Kong Ino Rikiya (Rick) Tokyo Madrid Inserra Luca Jackson Elizabeth Anne (Anne) Indianapolis Jacobs Wesley C Milwaukee Jacobson Michael E (Mike) Milwaukee

<u>Name</u> **Office** Jaffer Safder Dubal

Jakobe Kari N. Minneapolis (EB)

Jhu Edward (Ed) Seattle Jiang Guanjun Shanghal Johnson Andrew P. (Andy) **Boston** Jones Derek A. New York Jones Patricia (Patty) Seattle Joyce Kenneth E. (Ken) Boston Julga Lori Milwaukee Junus Novian Seattle Kaczmarek Stephen J. (Steve) Hartford Kahn Howard **New York** 

Kalberer Tigran Zürich Kalin Donna L. New York Kamenir Jeffrey R. (Jeff) Chicago Karls Chad Milwaukee Kawatkar Sanket Mumbai Kay Andrew Dublin Keating Jacqueline M. (Jackie) Little Falls NJ Keizur Craig Seattle Kelkar Ram V Chicago Kennerud David Seattle Kent Jeremy Pg London Killian Rachel W. Atianta Killough Matthew G (Matt)

**Boston** 

Kim Sung-Hoon Seoul Kingston Ann R. Portland OR Kipp Richard A. Philadelphia Kirk Davld Cape Town Klein Al M Chicago Knuth Catherine L Milwaukee Kobayashi Kazumasa Tokyo Los Angeles Koca Stephen J Kogut Christine K. (Chris) Boston König Bernhard Zürich Kopenski Frank Milwaukee Krzykowski Marcin Warsaw Kuebler Bradley G. (Brad) Minneapolis (EB)

**Kurban Scott** Denver Kurtz Jason B. **New York** Lang David Dallas Lantz Nina M. Portland OR Larrabee Matt R Portland OR Lasry Alexandre **Paris** Lee Timothy D. (Tim) Houston Lee WenYee Singapore Leida Johann K (Hans) Minneapolis Leimkuhler Urban (Urb) **New York** Leitschkis Michael Düsseldorf Lespinasse Bertrand Parls Likkel Craig Seattle Liner David M (Dave) Hartford Linn Charles S. (Charlie) Hartford

Linton Bret D

Lockwood Daren

Lockwood Keith M Marlborough MA (Chicago Satellite)

Boise

Chicago

Lord Richard B. (Rich) Los Angeles Maeder Susan Milwaukee Mahany Mark S. Hartford Maher Paul J Seattle Marks Barry N. **New York** Martin Chris S Milwaukee Marzinsky Jeffrey T. (Jeff) Albany Matterson Wade C Sydney Mattie Lisa Milwaukee Mavalvala Mahrukh Seattle Mayne Lorraine W. Salt Lake City Mayne Lorraine W. Salt Lake City McCulloch Craig Sydney

Name Office
McCune Janet M Dallas

McGinty Sandra J. Minneapolis (EB) McGrath Michael A. (Mike) Atlanta Meerschaert John Milwaukee Melek Stephen P. (Steve) Denver Mesquida Fernando **Buenos Aires** Mesquida Fernando **Buenos Aires** Messer Bart K Dallas Meyer Robert J. (Bob) New York Mikhitarian Michael C. (Mike) Albany Mills Charles M. (Charlie) Seattle Millwood Timothy S. (Tim) Atlanta Mindel Max H San Francisco Mirkin David P. (Dave) New York Mitchell Randy S. Dallas

Mitton Bruce R. Portland OR Mo Xlaohong Chicago Moeller Martha A. **New York** Mohoric Edward P. Philadelphia Mohoric Edward P. Philadelphia Moody Simon J Milwaukee Morgan Edward (Ed) Zürlch Morin Mike Dallas Most William M. (Bill) New York Motiwalla Zohair A Seattle

Moyer Richard Seattle Muller Stacey Milwaukee Mulvaney Mark W. Denver Mungan Kenneth P. (Ken) Chicago Murphy-Barron Catherine M. (Cathy) New York Myers Lisabeth K. (Liz) Atlanta MYTELKA CHRISTINE M Indianapolis Nandi Saumya P. (Sam) Chicago Naugle Andrew Seattle Nebout Jerome Parls Newton Derek F.B. London Ninomiya John K. San Diego

Nommensen Robert C. (Bob) Milwaukee Nommensen Robert C. (Bob) Milwaukee Norris Douglas T (Doug) Denver Nowakowski Jason T. Seattle Nugent Timothy J (Tim) Philadelphia O'Connor James T. (Jim) Chicago Ogden David F. (Dave) Milwaukee Olleman Mark C. Seattle O'Malley Padraic Dublin Pahl Amy B. Minneapolis Pahl Amy B. Minneapolis Palmer Jeremy D. Indianapolis Pantely Susan San Francisco Parke Robert (Rob) New York

Patel Deep

Proebsting Douglas (Doug)

Pushaw Bart

Patel Neel J Chicago Pearl Chuck Dallas Peatrowsky Mike J. Omaha Perry Alan H. Philadelphia Pettlt Christopher T. (Chris) Indianapolis Pfannerstill Larry Milwaukee Phelan Eamonn Dublin Pickering John M. Seattle Piper Brad J Milwaukee Pipich Robert J (Rob) Philadelphia Porter Scott F. Philadelphia Preppernau Ladd E. Portland OR Preppernau Scott D Portland OR Pritchett Troy J. Salt Lake City Pritchett Troy J. Sait Lake City

Page 5 of 7

Dallas

Milwaukee

Chicago

Office | Name Pyenson Bruce S. **New York** Quant Danny Louis Singapore Rachlin Stuart D. (Stu) Tampa Rainey Donald K. (Don) Los Angeles Randles Merideth A. Seattle Ray Gregory A Chicago Rebers Dwight D. Chicago Rebers Dwight D. Chicago Reid Brian Seattle Renzi Patricia L. (Pat) New York Reynolds Craig W. Seattle Richardson Arlene M. Boston Robert Vincent London Roberts Craig A Seattle Roeger John R. Chicago Roodbol Laurens Amsterdam Routhenstein Alan J New York Rudolph Karen K. Omaha Rueschhoff Daniel (Dan) Seattle Rueschhoff Gregg Omaha Russ Jason L. New York Ryan Thomas A. (Tom) New York Sacia Kent J. Seattle Sagoenie Rajish K Amsterdam Salazar Camilo J Chicago Saucier Kenneth A. (Ken) Hartford Sayre William M. (Bill) Little Falls NJ Scalf Kenneth A. (Ken) Atlanta Schenck Adam H Chicago Schlude Raymond T. (Ted) Chicago Schmidt Robert L. Boise Schmidt Robert L. Bolse Schmitz Allen (Al) Milwaukee Schmitz Michael (Mike) Milwaukee Schreiber Steven (Steve) **New York** Schuster Chad M Chicago Schwartz Althea A. Hartford Schwartzman Joy A. New York Sciborski Jason K Milwaukee Scott Sheri Lee San Francisco Sent Stephanie Seattle Serant Eric Paris Shapland Mark R. Dubai Sheldon Andrea R. Hartford Portland OR Sherman Nathan D. (Nate) Sielman Rebecca A, (Becky) Hartford Silverman Stuart H. New York Silverstein Jim M Chicago Simcox Mary E. Little Falls NJ Little Falls NJ Simon David A. Simpson Philip (Phil) London Sinnott Paul E Hong Kong Skow Kevin D. Minneapolis (EB) Skwire Daniel D. Portland ME Slutzky Marc New York Smith Jean E. Little Falls NJ Snook Thomas D. (Tom) Phoenix Sobel Uri N Little Falls NJ Speer Jason E Omaha Speer Jason E Omaha Spell Darrell D. Tampa Spell Darrell D. Tampa Stanley Dennis L. (Denny) London Stoltzfus James G. (Jim) Philadelphia Stoltzfus James G. (Jim) Philadelphia Stone Robert (Rob) Indianapolis Struzzieri Paul J. New York Studebaker Brian Milwaukee Sturdivan Peter R. (Pete) Portland OR

<u>Name</u> Office Property of the Contract of the Contrac Sturm Michael G. (Mike) Milwaukee Sudduth Michael A. (Mike) St. Louis Sun Peter Chicago Svajgi Kamilla Chicago Swanson Brett L Milwaukee Taillieu Fabrice Paris Taino Lily Chicago Tait Christopher (Chris) Philadelphia Taranto Suzanne **New York** Taranto Suzanne **New York** Tedesco Kara E. Albany tenBroek Heidi E Seattle tenBroek Heidi E Seattle Theodore Daniel (Dan) **New York** Thoen Franklin N. (Frank) Seattle Thompson William J. (Bill) Hartford Togashi Tae Tokyo Trachtman Ricardo (Ricky) Chicago Trieb Mark A. Dallas Tumlinson Jim E Houston Upchurch Ben L. Atlanta Vaag Vanessa M. Little Falls NJ Van Den Bos Jill Denver van der Heijde Mary K Denver Van Domelen Laura J. Denver Verheugen Henny Amsterdam Visser Dale Chicago Wachenheim Leigh M. Minneapolis Wade Daniel (Dan) Seattle Wadia Zorast New York Wang David Seattle Ward Russell London Warren Katherine A. (Kathy) Philadelphia Watkins Nancy P. San Francisco Weatherford Robert M. (Bob) Portland OR Wehner Joel Houston Weilant Michael E (Mike) Tampa Weilant Michael E (Mike) Tampa Wells Gary London Weltz Scott A. Milwaukee Whalen Thomas M. (Tom) Hartford White Courtney R. Atlanta White Stephen A. (Steve) Seattle Wick Peter G. (Pete) Milwaukee Wicker Amy Dallas Wilder Timothy J. (Tim) San Diego Wilmes Arthur L. (Art) Indianapolls Winterhof Bruce W. Chicago Wong Kai-Ylp (Simon) Atlanta Wong Wing F. Hong Kong Wood Christopher R. (Tiff) Portland OR Wrlght Richard A. (Rich) San Francisco Wright Richard A. (Rich) San Francisco Wukitsch John B. Albany Yang Yiping Chicago YI Rong New York Zacheis Laird D. Chicago Zebolsky Gregory T. Omaha Zebolsky Gregory T. Omaha Zwiener Michael J. (Mike) St. Louis

#### **AMENDMENT NO. 2**

AMENDMENT No. 2 (together with any appendices or exhibits hereto, this "Amendment No. 2") dated as of the date (the "Effective Date") that this Amendment No. 2 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 Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000001 between the County and the Contractor (the "Original Agreement"), the Contractor provides actuarial valuation services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 1, 2012 until November 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County had the option to renew the Original Agreement under the same terms and conditions for two (2) additional two (2) year periods (the "Original Term"); and

WHEREAS, the County and the Contractor have previously executed AMENDMENT NO. 1 renewing the term of the Original Agreement for a period of two (2) years expiring on November 30, 2016; and

WHEREAS, the amount to be paid to the Contractor as full consideration for the Contractor's Services under the Original Agreement was Eighty Thousand Nine Hundred and Twenty-Seven Dollars (\$80,927.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) remaining two (2) year option to renew and amend the Services.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment No. 2, shall be November 30, 2018, subject to earlier termination as provided for under the Original Agreement.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement, shall be increased by Eighty Thousand Nine Hundred Twenty-Seven Dollars (\$80,927.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement as amended and renewed by

AMENDMENT No. 1 and AMENDMENT No. 2 shall be Two Hundred Forty Two Thousand Seven Hundred Eighty-One Dollars (\$242,781.00) (the "Amended <u>Maximum Amount</u>").

- 3. <u>Services</u>. The Contractor shall continue to provide Actuarial Valuation Services, as more fully described under the Original Agreement, for the years 2016 and 2017, except that Actuarial Valuation Services will no longer be necessary for the obligations of the Nassau Health Care Corporation.
- 4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

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

WILLIMAN, INC.
By: Richard L. Gordon
Title: Principal and Consulting Actuary Date: 11/2/2016
Date. 11 2 2016
NASSAU COUNTY
By:
Name:
Title: County Executive
Deputy County Executive
Date:
D 4 (0.

PLEASE EXECUTE IN <u>BLUE</u> INK

Pennsulvania STATE OF NEW-YORK) Chester)ss.: COUNTY OF NASSAU-)

On the <u>2nd</u> day of <u>November</u> in the year 2016 before me personally came <u>Richard L. Gordon</u> to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Bucks</u> ; that he or she is the <u>Principal</u> of <u>Milliman</u> , <u>The</u> , 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 Constance Difficult
STATE OF NEW YORK)  COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL Constance DiJiosia, Notary Public Tredyffrin Twp., Chester County My Commission Expires Feb. 5, 2020  MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
)ss.: COUNTY OF NASSAU )
On the day of in the year 2016 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto
pursuant to Section 205 of the County Government Law of Nassau County.

**NOTARY PUBLIC** 



# **Summary of Insurance Contract**

Sent to:

To Whom It May Concern

We, the undersigned Insurance Brokers, hereby verify that Indian Harbor Insurance Company and Various Insurance Companies have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the date hereof:

Type of Insurance:

Professional Indemnity Insurance

Name of Assured:

MILLIMAN, INC. and others, as more fully described in the

Policy.

Policy No.:

MPP 0032180 06

Insurer(s):

Indian Harbor Insurance Company and Various Insurance

Companies

Period:

12:01 a.m. July 1, 2016 to 12:01 a.m. July 1, 2017

Limit:

Not less than US\$1,000,000

Geographical Limitation:

Worldwide Coverage

**Cancellation Notice:** 

Not applicable. The Policy is non-cancellable, as more fully

described in the Policy.

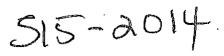
Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. The issuance of this document does not make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Date:

July 6, 2016

Son Piish Services Northeast Inc.





### Nassau County Interim Finance Authority

### Contract Approval Request Form (All contracts submitted on or after March 1, 2012)

1. Contracting Parties: Milliman's Inc. CLBU14000007
2. Dollar amount requiring approval: \$
This is a New contract Advisement X Amendment
If new contract - \$ amount should be full amount of contract If advisement - NIFA only needs to review if it is increasing funds on a previously approved contract If amendment - \$ amount should be full amount of amendment only
3. Contract Toran: 12/1/2014 - 11/30/2016
Has work or services on this contract commenced? Yes X No
If yes, please explain:
4. Funding Source:
X General Fund (GEN)  Police District Fund (PDD)  Police Headquarters Fund (PDH)  Fire Commission Fund (FCF)  Sower & Storm Water Fund (SSW)  Capital Improvement Fund (RLC)  Red Light Camera Fund (RLC)  Public Utility Authority (PUA)  Grant Fund (GRT)  Federal %  State %  County %
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:  To provide Actuarial services.
A C C C C C C C C C C C C C C C C C C C
6. Has the item requested herein followed all proper procedures and thereby approved by the
Nassau County Attorney Yes NO N/A Nassau County Committee and/or Legislature Yes No N/A
Date of approval(s) and citation to the resolution where approval for this item was provided:

Showing Showing

7.	Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:
	None
8.	Do there remain sufficient funds within the budget to pay for this item?
	X Yes
	Unknown
9.	After the amount requested herein is deducted, are there sufficient funds remaining for <u>future</u> expenses anticipated from this budget line?
	X Yes
	No Unknown
10	. If this is a grant item, are matching funds or retention of personnel required?
	Yes, matching funds
	Yes, matching funds Yes, retention of personnel is required Yes, both
	No

#### NOTE:

At a minimum, all submissions must include 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 reserves the right to request additional information as needed.

#### AUTHORIZATION

I hereby certify that the informatic additional information submitted expenditures that will be made in County Approved Budget and to the Year Financial Plan. I understand	in connection with reliance on this au re best of my know	i this request i thorization ar dedge not in a	s true and accurate e in conformance v onflict with the No.	e and that all with the Nassau
ipull	-		`	۸ ،
Signature Roseann, D'Alleva	Title	AUDGE T	Date Date	41/14/14
Print Name				
processing and the second seco	COMPTROLL	k's offici	3	
I hereby certify that the information County Approved Budget and to the Year Financial Plan.	n listed is true and e best of my know	accurate and ledge not in co	is in conformance onflict with the Nas	with the Nassau sau County Multi-
Furthermore, I certify that the fund contract.	s are available to l	e encumbere	d pending NIFA ap	proval of this
If this is a capital project, I certify th	nat the bonding fo	r this contract	has been approve	d by NIFA.
Stew J. Jelriol	ChierDa		11/18/	હ
Signature STEVEN L. LABRIOLA	Title		Date	,
Print Name	and the state of t		•	
	· NIF	Δ	THE STATE OF THE S	
Amount being approved by NIFA:	\$ 80,90 Auf (d)	T_ Linenisk	Latin 12 Date	12/14

All contract submissions MUST include the County's own routing slip.

 $\operatorname{NIFA}$  Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.



Department: OMB

Yes 🗌

Yes X

No X

№ □

### **Contract Details**

SERVICE:

Reharial Casultry Sennies Logal-Aid-Society (1506

NIFS ID #: CLBU14000007		NIFS Entry Date: 10/20/14 Term: 1	Term: 12/1/14 - 11/30/16			
New 🔲 Renewal	$\boxtimes$	1) Mandated Program:	Yes	No 🗵		
Amendment		2) Comptroller Approval Form Attached:	Yes X	No 🗌		
Time Extension		3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No X		

Addl. Funds 4) Vendor Ownership & Mgmt, Disclosure Attached:

Blanket Resolution RES#

5) Insurance Required

Agency Information

Vendo	ir sarah sarah
Name Milliman, Inc.	Vendor ID# 910675641
Address 1550 Liberty Ridge Drive, Ste. 200 Wayne, NJ 19087-5572	Counct Person Robert LaMontagne
· • • • • • • • • • • • • • • • • • • •	Phone 610-687-5644

nent
r
•

**Routing Slip** 

DATE.	DEPARTMENT	Internal Verification		DATE ppv'd& Fw'd.	SIGNATURE	Leg, Approval. Required
10/21/14	Department	NIFS Entry (Dept) NIFS Appyl (Dept. Head)		10/21/14	Explu Ourel	
<u> </u>	OMB	NIFS Approval		10/21/14	Ren State	Yes□ No □
192714	County Attorney	CA RE&I Verification	Ø	10/27/	Q. Guato	
11'	County Attorney	CA Approval as to form		10/27/201	m 525-8e	Yes No.
	Legislative Affairs	Fw'd Original K to CA		//		
	Rules 🔲 / Leg. 🔲					
	County Attorney	NIFS Approval		10/23	ony Sie 5-80	
	County Comptroller	NIFS Approval	L,	11/10/10	5. 10	Tholy
	County Executive	Notarization Filed with Clerk of the Leg.		10/29	14 /11	



Department: OMB

Ca	ntra	cf	Sun	nm	arv
-			LJULL		CLI Y

Description: Contract Amendment #1 to the Original Agreement between Nassau County and Milliman Inc.
Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled." Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.
Method of Procurement: In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3,2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on those criteria, a firm was selected pursuant to the RFP that was Issued.
Procurement History: Milliman has been providing actuarial services to Nassau County since 2012.
Description of General Provisions; The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45, Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.
Impact on Funding / Price Analysis: \$80,927.

Change in Contract from Prior Procurement: No change.

Recommendation: Approve as submitted.

#### Advisement Information

RUDGETECODES				
Fund:	GEN			
Control:	10			
Resp:	1000			
Object:	DE			
Transaction:	500			

RENEWAL		
% Increase		
% Decrease		

TOTAL	\$80,927
Other	\$
Capital	\$
State	\$
Federal	\$
County	\$80,927
Revenue Contract	
FUNDING SOURCE	AMOUNT

	LINE	. s:= <:INDEX/OBUECT	CODE	ys AMOUNT.
-	1 47	BUCENAGOO DE500	No care	\$80,927
	2	n in an annual of the state of	1	**
A	POMED:	J. Justo	1922/14	\$
	4			\$
liv	ULTOE	SECTION	1 4%	\$
	6			\$
		and the same of	TOTAL	\$80,927

Docume	R
Prepared	В

Irfan Qureshi

THE TAXABLE I THE PARTY OF THE

··· 10/21/2014

Contract ID#: COBU13000001

Department: OMB

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that the sufficient to cover this contract is present in the appropriation to be charged.	Name ///
Name Lun John	Nam Stew of Lebric	Date
Date 11 13 14	Date 11/12-114	(For Office Use Only) E#:

George Maragos Comptroller



240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: Milliman Inc.	***************************************		
CONTRACTOR ADDRESS: 1550 Liberty	Ridge Drive,	<u> 4 200, Wayne, N</u>	UJ 19087
FEDERAL TAX ID #: 91-0675641	4		
<i>Instructions:</i> Please check the appropria roman numerals, and provide all the reque	-		ne following
I.   The contract was awarded to the lower for sealed bids. The contract was awarded in	after a request	for sealed bids	was published
[date]. The sealed bids were publicly opened on sealed bids were received and opened.		[date]	[#] of
II.   The contractor was selected pursuant The Contract was entered into after a written reque [date]. Potential proposers were made aware of the	st for proposals v	vas issued on	
[newspaper advertisement, posting on website, mailicopies of the RFP. Proposals were due on received and evaluated. The of:	ng, etc.][	f] of potential prop	osers requested proposals were consisted
ranked. As a result of the scoring and ranking (attach	[list members].	The proposals w	ere scored and

III. X This is a renewal, extension or amendment of an existing contract.
Please See Attached.
The contract was originally executed by Nassau County on 12-31-2012. This is a renewal or extension
pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant
pages are attached). The original contract was entered int
after
[describe procuremen
method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
36m. 1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
X A. The Legal Aid Society is a sole provider in Nassau County of mandated legal-services to indigents by staff employees. The County also contracts with 18-b panel to handle over flow and conflict cases. Please see routing slip.
☐ B. Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the service required through an inter-municipal agreement.

VI. 

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

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

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

## <u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

#### 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 Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000001 between the County and the Contractor (the "Original Agreement"), the Contractor provides actuarial valuation services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2012 until November 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for two (2) additional two (2) year periods (the "Original Term"); and

WHEREAS, the amount to be paid to the Contractor as full consideration for the Contractor's Services under the Original Agreement shall be Eighty Thousand Nine Hundred and Twenty Seven Dollars (\$80,927.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) remaining two (2) year options to renew and amend the Services.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be November 30, 2016, subject to earlier termination as provided for under the Amended Agreement.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Eighty Thousand Nine Hundred Twenty-seven Dollars (\$80,927.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Sixty One Thousand Eight Hundred and Fifty Four Dollars (\$161,854.00) (the "<u>Amended Maximum Amount</u>").

- 3. <u>Services</u>. The Contractor shall continue to provide Actuarial Valuation Services, as more fully described under the Original Agreement, for the years 2014 and 2015, except that Actuarial Valuation Services will no longer be necessary for the obligations of the Nassau Health Care Corporation.
- 4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

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

MILLIMAN, INC.

By:

Name: Sobert J. L

Date:

NASSAU COUNTY

By:\_\_\_\_

Name:\_ Title:\_\_

County Executive

County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

Pennsylvania STATE OF NEW YORK CHESTER )SS .: COUNTY OF NASSAU-) On the 14th day of OCTOVER in the year 20th before me personally came Lobert J. LAMONTAGUE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Chester; that he or she is the flint flat of Michigan, 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. COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL **NOTARY PUBLIC** Michele L. McKinney, Notary Public Tredyffrin Twp., Chester County My Commission Expires Sept. 8, 2018 MEUSER, PENNSYLVANIA ASSOCIATION OF NOTARIES STATE OF NEW YORK) )\$8,: COUNTY OF NASSAU) On the \_\_\_\_ day of \_\_\_\_ in the year 20\_ before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

**NOTARY PUBLIC** 

Contract ID#: COBULT OCCO

Contract Details

SERVICE: Actuarial Consulting Services

NIFS ID (130000)

NIFS Entry Date: 1231 12 Term: from Dec 1, 2012 to Nov 30, 2014

New X Renewal	1) Mandated Program:	Yes X	No
Amendment 🔲	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗀	No X
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗀
Blanket Resolution RES#	5) Insurance Required	Yes X	No 🗌

**Agency Information** 

Name	Vendor ID#
Milliman Inc.	910675641
Address	Contact Person
1550 Liberty Ridge Drive,	Robert LaMontagne
Suite 200	
Wayne, PA 19087-5572	·
	Phone
	(610) 687-5644

Departme	HIMEVAD G DAITHING III. rt Contact
	t Conroy
Addrean	
Office	of Management and
Budge	t
One V	/est Street
Mined	Ia, NY 11501
Plone	And the state of t
(\$16) :	671-6335

**Routing Slip** 

PATE Regis	DEPARTMENT	Luterna) Verification			SIGNATURE	C.Leg Approval -
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	M	Jalia-	Arkan Ovel	
		Contractor Registered		10 11	11 Out Ower	
	ОМВ	NIFS Approval (Contractor Registered)		12/30	Post town	Yes A No Not required if blankst resolution
	County Attorney	CA RE & Insurance Verification		12/31/	mill 5, le	
	County Attorney	CA Approval as to form	Ķĺ	0/3/10	2/5//-	V. O. No Elik
	Legislative Affairs	Fw'd Original Contract to CA		17	16/	
	County Attorney	NIFS Approval				
	Comptroller	NIFS Approval				
and the same of the	County Executive	Notarization Filed with Clerk of the Leg.		12/31/6	SHOW	<b>}</b>

PR5254 (1/06)

Contract ID#:	
---------------	--



Department:	——————————————————————————————————————
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### **Contract Summary**

Description:
Purpose; The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents.  Nassau County is required by accounting standards to comply with GASB 45.
Method of Procurements.  In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3, 2012, seeking a firm that could provide actuarist consulting services and most these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Pinance Authority, the Nassau Regional Off-Track Betting Coproporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP, These responses were reviewed by each member of the committee. The committee than not and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on these criteria, a firm was selected pursuant to the RFP that was issued.
Procurement History; This is not a new contractor
Description of General Provisions:  The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.
Impact on Funding / Price Analysis: \$80,927
·
Change in Contract from Prior Procurement: N/A
Recommondation: (approve as submitted)
Advisement Information
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I certify that this document was accopted into NiFS.	certify that an uncocumbered belonce sufficient to cover this contract is present in the appropriation to be charged.	Name S 346
Name	Namo	Date / 23/1/Q
Date	Date	(Fig. Office Use Only)

FAML6450 V4.2

NIFS PRODUCTION SYSTEM ORGANIZATION SUMMARY INQUIRY 12/31/2012 10:24 AM

LINK TO: ACTIVE

EALANCE (Y,M,Q,A): Y FUNDING FISCAL MO/YEAR: 12 2012 DEC 2012

FUNDING PERIOD :

CURRENCY CODE :

INDEX

: BU

OFFICE OF MANAGEMENT AND BUDGET

ORGANIZATION

Χ

CHARAC / OBJECT FOTP FUND SFND

: GF GEN GEN

GENERAL FUND

PROJECT PROJ DTL : GRANT GRANT DUL :

UCODE/ORD#/DRC

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S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	DE	CONTRACTUAL SERVIC	3,361,417	1,450,682	974,286	936,449
	GA	LOCAL GOVT ASST PR	62,852,361	26,876,802		35,975,559
	HF	INTER-DEPARTMENTAL	5,947,211	310,717		5,636,494
	HC	NHC ASSN EXP - NAS	13,000,000	13,000,000		
	NA	NCIFA EXPENDITURES	2,025,000			2,025,000
	49	LONG BEACH PAYMENT	106,233	106,233		
	52	FD-LIDO/PT LOOKOUT	. 5,775	5,775		
	1-HELP	F2-SELECT		-PRIOR F5-	-NEXT	
	7-PRIOR		-LINK			
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G012 - NEXT PAGE DISPLAYED

George Maragos Comptroller



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

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

CONTRACTOR ADDRESS: 1550 Li)	
	berty Ridge Drive, Suite 200, PA 19087-5572
FEDERALTAXID#: 91-0675641	
<i>Instructions:</i> Please check the approroman numerals, and provide all the r	priate box ("⊠") after one of the following equested information.
I. □ The contract was awarded to the l	lowest, responsible bidder after advertisement
	lowest, responsible bidder after advertisement rded after a request for sealed bids was published [newspaper] on

II. MThe contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on October 3, 2012. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County's web-site. Proposals were due on November 9, 2012. Three proposals were received and evaluated. The evaluation committee consisted of Robert Conroy, Ann Hulka and Steven Conkling. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

The cor	This is a renewal, extension or amendment of an existing contract.  Itact was originally executed by Nassau County on [date]. This is a lor extension pursuant to the contract, or an amendment within the scope of the contract or RFP of the relevant pages are attached). The original contract was entered into
****	[describe] ment method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation
of the receive	contractor's performance for any contract to be renewed or extended. If the contractor has not day a satisfactory evaluation, the department must explain why the contractor should nevertheless be ed to continue to contract with the county.
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the timent head describes the proposals received, along with the cost of each sal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer was judged to be able to perform more quickly than the other proposers.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals.
	A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
	B. The memorandum explains that the contractor's selection was diotated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

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

VII. 

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt, form Pers./Prof. Services Contracts: Rev. 02/04

#### MEMORANDUM

To: Tim Sullivan, Deputy County Executive for Finance

From: Robert Conroy, Deputy Budget Director

Subject: Proposed Personal Services Agreement with Milliman, Inc.

Actuarial Consulting Services in regards to the County's 2012 and 2013 GASB 45

OPEB Valuations (Post-Retirement Benefits other than Pensions)

Date: December 14, 2012

On October 3, 2012 the County issued a Request for Proposals (RFP) to provide actuarial consulting services to the County and certain related entities (Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau Interim Finance Authority). The RFP was posted on the County's website and advertised in Newsday. Proposals were originally due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. The services to be provided will include, but not be limited to:

- Prepare Actuarial Valuations to comply with GASB 45 every two years and prepare estimates for intervening years
- Provide certification that the Valuation was conducted in accordance with GASB 45 standards
- Respond to any requests from the County's outside auditor
- Assist the County in responding to data requests from other government agencies and any other interested parties
- Attend meetings as requested to discuss GASB 45 and related issues

Proposals were received from the following firms: Milliman, Inc, The Segal Group, Inc and the Howard B. Nyhart Company, Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people from the Office of Management and Budget: Robert Conroy, Ann Hulka and Steven Conkling, The proposals were evaluated based on the following criteria:

#### Proposal Offeror's History and Service Background

This review will address the following questions:

Does the proposal demonstrate a successful service history?

Does the firm's organization and experience demonstrate the capacity to provide the services that are required?

Has the firm performed successfully in the past on projects of similar siza and scope?

#### · Readiness to implement the Program

This refers to the amount of time required for the firm to begin providing the RFP services and should answer the following questions:

Does the firm demonstrate the ability to provide RFP services immediately upon request or within the time frames established by the County?

Does the firm demonstrate the ability to implement the project within reasonable time frames? Will subcontracts be needed?

#### Proposal Conciseness, Completeness and Clarity of Presentation

Under this criteria, the following questions would be addressed:

Is the proposal concise in terms of it being marked by brevity of expression and statement and free from elaboration and superfluous detail?

Does the proposal contain all elements identified in the RFP?

Does the proposal clearly represent the firm's capabilities?

#### Cost of Overall Project

This considers whether the proposed charge is financially viable as well as cost effective. Viability means that the projected costs are sufficient to allow for adequate results to be achieved. Cost effectiveness means that the costs are sufficient to ensure adequate results without being inordinately expensive.

#### · Adequacy of Program Design

This is a review of the proposal as a whole, paying particular attention to the firm's specific approach and plans for accomplishing the work in the RFP:

What is the firm offering to do for the County and how does the firm plan to accomplish this? Are the tasks consistent with the purpose of the RFP?

Does each of the tasks or activities support the performance of RFP services?

Is the program design complete, consistent and feasible?

#### Other Factors

Any other information that would assist the County in the selection process.

Does the firm offer any other information that would help the selection process?

Does the firm's response make it different from other firms?

Has the firm proposed approaches and cost containment measures not included in other areas of the RFP? Are they appropriate and/or reasonable?

#### Recommendation

Although the proposed fee from Milliman, Inc was higher than the other Proposer's (see chart below), the Committee felt that based on recent experience the County has had with Milliman, Milliman would be best suited to handle this engagement. This firm was called in on an emergency basis to provide the 2011 valuation and did so in an extremely expeditious and professional manner given the difficult circumstances at the time.

			Average	Number	Total		Total
.,						Estimated	
- 11	Elim	им за та та т	Rate	Hours	<u>Fees</u>	Expenses	Costs
Milliman,	Inc		282.14	284	80,128	800	80,928
		mpany, inc.					

Please let me know if you need any additional information

C: Richard R. Walker, Chief Deputy County Executive Conal Denion, Bureau Chief, Office of County Attornoy

Nassau County Office of Management and Budget
Evaluation Scoring Grid
RFP # BU0617-1122 (Actuarial Consulting Services)

Milliman

Karkings - Score from 1 - 10

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Cost of Overall Protect	0.15		uo i	v 4	1.5		0.9 0.75 0.6	2.25	4.5
	Suggested Weights	Committee Member Scoring	Robert Comby	Ann Haikz Steve Conkling	Total Possible	Total Scores	Robert Concoy Ann Hulta Steve Conkling	Totals	Total Possible Scores - Committee Total Actual Scores - Committee

Nassau County Office of Management and Budget Evaluation Scoring Grid RFP # BU0617-1122 (Actuarial Consulting Services)

Segal

Rankings - Score from 1 - 10

tal			47	12		7.05	6.6	20.25	30	20.25
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Proposal Offeror's History and Service Background	0.25		700	2.5		1.05	60	2.85	7.5	2.85
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Cost of Overall Project	0.15		16 10 10	S.		51 EA	1.5	4 വ	4.3	4.5
	Suggested Weights	Committee Member Scoring	Robert Conroy Ann Hulka Steve Conkling	Total Possible	<u>Total Scores</u>	Robert Conroy	Steve Conkling	Totals ·	Total Possible Scores - Committee	Total Actual Scores - Committee

Nassau County Office of Management and Budget Evaluation Scoring Grid RFP # BU0617-1122 (Actuarial Consulting Services)

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Rankings - Score from 1 - 10

<u> Totals</u>	₩		42	42	<b>6</b> 6	D F		63	63	ည်း စ	18.45		e (	18.45
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	Suggested Weights	Committee Member Scoring				Total Possible	Total Scores				Term		Total Possible Scores - Committee	Total Actual Scores - Committee
		COL	Robert Conroy	Ann Hulka	Steve Conking			Robert Conroy	Ann Hulkz	Steve Conkling				

#### RULES RESOLUTION NO. -2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND MILLIMAN INC.

WHEREAS, the County has negotiated a personal services agreement with Milliman Inc., to provide the County with Actuarial Valuation services, to provide actuarial reports and certifications for each valuation, and respond to standard auditor-type requests for all named entities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Milliman Inc.

#### AGREEMENT 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 Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (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.

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

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

- 1. <u>Term.</u> This Agreement shall commence on December 1, 2012 and shall terminate on November 30, 2014, unless sooner terminated in accordance with the provisions of this Agreement; provided however, the County may renew this Agreement under the same terms and conditions for two (2) additional two (2) year periods.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement ("<u>Services</u>") shall consist of the following: The Contractor will provide the County with Actuarial Valuation services regarding the obligations of the County, Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau County Interim Finance Authority for Government Accounting Standards Board Standard No. 45, and will develop a complete valuation for 2012, develop the County's liability as required for GASB Statement No. 45 for 2012 and related annual data, will provide actuarial reports and certifications for each valuation, and respond to standard auditor-type requests for all of the above named entities.
- 3. <u>Payment.</u> (a) <u>Amount of Consideration</u>, The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be Highty Thousand Nine Hundred and Twenty Seven Dollars (\$80,927.00). Compensation for the Contractor's Services shall be paid as follows: the rate for actuarial work performed by Robert LaMontagne to be billed at the rate of \$425.00 per hour; for work performed by Scott Porter to be billed at the rate of \$382.00 per hour, for work performed by Richard Gordon to be billed at the rate of \$295.00 per hour and work performed by Analysts of Milliman to be billed at the rate of \$220.00 per hour. The

Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the County's bill paying procedures, including review and approval of a claim voucher by the County Comptroller's Office. The provisions of this Section shall control over any inconsistent provisions in any appendix or exhibit to this Agreement,

- (b) <u>Vouchers: Voucher Review, Approval and Audit.</u> Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance With Law.</u> (a) <u>Generally.</u> 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, and disclosure of information, 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) <u>Nassau County Living Wage Law.</u> 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, such breach being 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) <u>Protected Information</u>. The Contractor acknowledges and agrees that all records, information, and data ("<u>Information</u>") that the Contractor acquires in connection with performance under this Agreement shall be confidential, held in confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (<u>ii</u>) with the written consent of the County (and then only to the extent of the consent), or (<u>iii</u>) upon légal compulsion. In the event that legal process is effectuated, the Contractor shall, if legally permissible, promptly notify the County so that the County may take such action as it deems appropriate. The confidentiality obligations of the Contractor set forth above shall not apply to any information of the County which: (i) was in the

public domain at the time of the County's communication thereof to the Contractor; (ii) enters the public domain through no breach of this provision subsequent to the time of the County's communication thereof to the Contractor; (iii) was in the Contractor's possession free of any obligation of confidentiality at the time of the County's communication thereof to the Contractor; or (iv) is developed by the Contractor completely independent from the information of the County. For clarity, these exceptions are not intended to apply to information of the County that is provided to Milliman by a third party which Milliman knows or should reasonably know to be confidential.

- (e) The provisions of this Section shall survive termination of this Agreement.
- 7. Ownership of Records. All County Information provided to the Contractor by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County, provided that the Contractor may maintain one copy of any County Information in order to comply with applicable work product documentation standards, subject to the confidentiality obligations contained in section 6(d) above.
- 8. <u>Minimum Service Standards</u>. 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 applicable professional standards 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.
- 9. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Subject to the Limitation of Liability contained in Section 10, below, the Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County. The provisions of this Section shall survive the termination of this Agreement.
- (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.
- 10. <u>Limitation of Liability</u>. Contractor will perform all services in accordance with applicable professional standards. The parties agree that any liability of Contractor, its officers, directors, agents and employees, to the County for services rendered under this Agreement, under any theory of law including negligence, tort, breach of contract or otherwise shall be limited to one million dollars (\$1,000,000). In no event shall Contractor be liable for lost profits of County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.
- 11. No Third Party Distribution. Contractor's work is prepared solely for the use of County in connection with the audit of its annual financial statements. Contractor's work may not be provided to third parties, other than Deloitte and Touche, or as required by law, without Contractor's prior written consent, not to be unreasonably withheld or delayed. Contractor does not intend to benefit any third party recipient of its work product, even if Contractor consents to the release of its work product to such third party. For the avoidance of doubt, this Section 11 is not intended to restrict the County from sharing information generated by Milliman under this Agreement with third parties for its own municipal needs, provided that the County does not forward Milliman's complete work product and does not attribute the information shared to Milliman.
- 12. <u>Dispute Resolution</u>. In the event of any dispute arising out of or relating to the engagement of the Contractor by the County, the parties will attempt in good faith to resolve such dispute within thirty (30) days after receipt of such notice by negotiations between senior executives/officials of the parties who have settlement authority. If the dispute has not been resolved within such thirty day period, the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, at the sole cost of the Contractor. The arbitration shall take place in Nassau County, New York before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The Contractor shall bear the total cost of the arbitration.
- 13. <u>Insurance</u>. (a) The Contractor and its Agents shall obtain and maintain throughout the term of this Agreement, in a form acceptable to the County and at the Contractor's own expense: (i) one or more policies for commercial general liability insurance, which policy(ies)

shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) 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 combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees, 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. 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 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

- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery: Coverage Change; No Inconsistent Action</u>. 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.
- 14. 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.
- 15. <u>Termination</u>, (a) <u>Generally</u>, 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 "<u>Cause</u>" 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) <u>Contractor Assistance upon Termination</u>. 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 16. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 17. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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) <u>Notice</u>. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law and 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.
- 22. <u>Section and Other Headings</u>. 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.
- 23. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty-Six Dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 24. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, 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.
- 25. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

MILEUMAN' INC'
ву:
Name: Bobert & Lastontagne
Title: Frincipol
Date: 12/31/12
NASSAU COUNTY
Ву:
Name:
Title: Deputy County Executive

PLEASE EXECUTE IN BLUE INK

PRODUNIA PRODUNIA STATE OF NEW YORK COUNTY OF NASSAU)

On the 31 day of DELEWISE in the year 2012 before me personally came  ROSSET J. LAMONTAGNE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of CHECTER; that he or she is the MINCIPAL of MINIMULIA. The corporation described here 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  COMMONWEALTH OF PENNSYLVANIA  Roburtel Seel  Andrea Chisholm, Notary Public  Upper Darmy Typ., Dalaware County  My. Commission Expires Aug. 30, 2014
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the day of in the year 2012 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuan to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

# Appendix EE Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) 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 Gounty 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"), Contractor hereby certifies the following:

	William Pedersen	(Name)
	1301 Fifth Avenue, Suite 3800, Seattle, WA 98101	(Address)
	206-504-5601	(Telephone Number)
Livit purs the t Cont of the	Contractor agrees to either (1) comply with the requirement of Wage Law or (2) as applicable, obtain a waiver of the mant to section 9 of the Law. In the event that the Contract equirements of the Law or obtain a waiver of the requirements of the Law or obtain a waiver of the requirement of the Satisfaction of the Department of the Agreement, it had a reasonable certainty that it would be Law and Rules pertaining to waivers, the County will exact without imposing costs or seeking damages against the contract of the county will appear to the county without imposing costs or seeking damages against the county without imposing costs or seeking damages against the county without imposing costs or seeking damages.	requirements of the Law ctor does not comply with ments of the Law, and such at at the time of execution receive such waiver based agree to terminate the
gove	ne past five years, Contractor has X has not been have violated federal, state, or local larges or benefits, labor relations, or occupational safety and assessed against the Contractor, describe below:	ws regulating payment of

	the Contractor in connection with f	X has not been commenced against or relating to ederal, state, or local laws regulating payment of occupational safety and health. If such a proceedir mmenced, describe below:
		enterwest-dangereduction maked advised by a contract of the co
5.	authorized County representatives	to work sites and relevant payroil records by for the purpose of monitoring compliance with the g employee complaints of noncompliance.
bellef		ing statement and, to the best of my knowledge and y statement or representation made herein shall be w.
<u>                                       </u>	1/31/2012-	Signature of Chief Financial Officer
		Name of Chief Financial Officer
3/8	n to before me this  day of December, 2012,  Behn & Eldinger ry Public	BETH E. EHDINGER  NOTARY PUBLIC  STATE OF WASHINGTON  DOMMISSION EXPIRES  JUNE 19, 2016

#### Milliman, Inc. Directors & Officers - 5/3/2012

	Title	Name	Business Address
	Director	Brian Z. Brown +1 262 784 2250	15800 Bluemound Road, Suite 400 Brookfield, WI 53005-6069
	Practice Director Employee Benefits	Lance M. Burma +1 952 897 5300	8500 Normandale Lake Bivd., Suite 1850 - Minneapolis, MN 55437-3830
Officer	Chief Legal Officer Assistant Corporate Secretary	Mary C. Clare +1 206 504 5736	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	VP & Chief Marketing Officer	Pameia A, Cone +1 206 504 5626	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	Director	John W. Ehrhardt +1 646 473 3000	One Pennsylvania Plaza, 38 <sup>th</sup> Floor New York, NY 10119
	President, CEO & Director	Patrick J. Grannan +1 206 504 5737	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	Controller	Patrick P. Hendrickson +1 206 504 5574	1301 Fifth Avenue, Suite 3800 Scattle, WA 98101-2635
	Director	Jeffrey M. Higgins +1 503 227 0634	111 SW Fifth Avenue, Suite 3700 Portland, OR 97204-3604
Officer	Chief Risk Officer	Gary R. Josephson +1 262 784 2250	15800 Bluemound Road, Suite 400 Brookfield, WI 53005-6069
	Practice Director Casualty	Robert J. Meyer +1 646 473 3000	One Pennsylvania Plaza, 38 <sup>th</sup> Floor New York, NY 10119
	Director	Kenneth P. Mungan +1 312 726 0677	71 South Wacker Drive, 31st Floor Chloago, IL 60606
Officer ,	Sr. VP & Chief Financial Officer	William S. Pedersen +1 206 504 5601	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	Sr. VP & Corporate Secretary	Brian S. Pollack +33 1 4299 7414	14 rue Pergolèse 750116 Paris, France
	Practice Director Health	Clark E. Slipher +1 262 784 2250	15800 Bluemound Road, Sulte 400 Brookfield, W1 53005-6069
	Chairman .	Bradiey M. Smith +1 214 863 5101	10000 N. Central Expressway, #1500 Dallas, TX 75231-4177
	Director	Thomas D. Snook 41 480 348 9020	15333 N. Pima Road, Suite 375 Scottsdale, AZ. 85260
Officer	VP & Chief Technology Officer	David B. Swan +1 206 504 5525	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	Treasurer	Martin B, Warr +1 206 504 5806	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	President Elect	Stephen A. White +1 206 504 5528	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	Practice Director Life	Bruce W. Winterhof +1 312 726 0677	71 South Wacker Drive, 31 <sup>st</sup> Floor Chicago, IL 60606





#### Capital Resource Management, Inc.

2005 Merrick Road, Ste. 116 Merrick, NY 11566 www.crmcollect.com

Tel 516-442-4045 Fax 516-430-5015 Toll Free 1-844-277-3277

December 5, 2016

NASSAU COUNTY TREASURER'S OFFICE ATTN: SUSAN LANDAU 1 WEST STREET, 1<sup>ST</sup> FLOOR MINEOLA, NEW YORK 11501

VIA EMAIL

**RE: ADDITIONAL INFORMATION FOR RFP NUMBER 0112-1602** 

Dear Ms. Landau,

As per your email of December 2, 2016, below please find the requested information:

- 1. Principal Questionnaire Form for Jared P. Turman As to Question 3 therein, Jared P. Turman, Esq. has NO equity interest in Capital Resource Management, Inc. Attached to reflect this fact, please find a newly-executed "Consultant's, Contractor's and Vendor's Disclosure Form" for The Law Offices of Jared P. Turman, PLLC and "Principal Questionnaire Form" for Jared P. Turman.
- 2. Business History Form for Capital Resource Management, Inc. (CRM) As to Question 6 therein, it was our intention to place our "X" next to "Corporation." CRM is a Corporation.
- 3. Business History Form for CRM As to Item C on the Business History Form, below please find some relevant excerpts that speak to our capacity and reliability to perform the collection of emergency ambulance billings for Nassau County.

#### Company Background

CRM has been in existence for almost six years and currently manages more than three dozen of its own proprietary credit, collection and legal run plans for over 2,000 accounts totaling approximately \$7,000,000 under current in-house management for a varied portfolio of diversified clients, ranging from local business owners to large healthcare practices to interstate energy companies. CRM operates in tandem with its sister law firm to perform debtor contacts, skip tracing, asset searches, credit reporting, account litigation, judgment enforcement and post-judgment legal action.

Since CRM submitted its original vendor response to Nassau County, it has been accepted and named as a member agency to both ACA International and the New York State Collectors Association. As a qualified member agency of these organizations, CRM has demonstrated an impeccable compliance record and an ability to work collaboratively with both individual and large corporate clients. In this regard, many of CRM's clients are engaged in the medical sector and, as such, share with CRM on a regular basis information containing PHI. The use, governance and protection of such information is

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central to CRM's database and operations and is entirely relevant to its future collection of Nassau County emergency ambulance billings. We have developed a policy of strict adherence to privacy and security laws, such as HIPAA and the HITECH Act; a 256-bit Secure Sockets Layer encryption for all information and data uploaded through our website; encrypted email; physical locked security location(s) for our servers and 24-7 video monitoring with motion detection and night vision; multiple-password entry protection for all network access; daily-updated server with redundant hard drives and enterprise-level anti-virus, malware and firewall protection; and restrictions on the use of removable media. Additionally, our employees are required to sign confidentiality agreements at the commencement of their employment and no account is accepted with information or data that includes PHI without a duly-executed BAA on file with both parties. Additionally, we maintain a comprehensive manual that sets forth CRM's "Red Flag" Identity Theft Program that consists of Red Flag Identification, Red Flag Detection and Prevention and Mitigation of Identity Theft.

Furthermore, we provide our clients with a secure encrypted document upload portal that can be accessed 24/7 so that assigned accounts can be safely transmitted. We are also equipped to handle large CSV data files. We do not batch print, subcontract to offshore vendors of any kind or use autodialers in any capacity. Each account is reviewed and verified by a manager before the first contact is made or sent out. We are different in that we believe in individual internal reviews and protocols, as opposed to large-scale automation. This level of attention requires additional time upfront but ultimately results in cleaner accounts, better success rates and less exposure and potential liability under the current debt collection, federal credit reporting and billing statutes, including, but limited to, the FDCPA, FCRA, FCBA and TCPA.

#### Breadth of Medical Collection Capabilities

Upon receipt of emergency ambulance billing accounts from Nassau County's billing vendor, CRM would group them according to a proprietary matrix of characteristics that includes the applicable statute of limitations; dollar value; debtor characteristics and location; eligibility for credit bureau reporting; and documentation establishing the debt. Based on this analysis, group accounts would be assigned pre-set or customized "run plans" that delineate the exact collection plan for the specific grouping. A specific run plan would exist for accounts wherein insurance proceeds have been kept by the patient-debtor.

It is a standard practice of CRM's account managers to flag accounts that are aging out for suit as either Fast-Track collections or straight-to-legal so as not to run afoul of the applicable statute of limitations. Additionally, for medical-related health claims that were processed as out-of-network or for which the patient was self-pay, CRM has the capability to negotiate single case agreements with the various health plans based on the FAIR Health database as well as historical reimbursements. If needed and requested, we are equipped to handle the filing of insurance appeals and/the preparation, filing and management of New York State governed IDRs in respect of said claims, as requested and applicable. In this regard, I personally maintain an account with the New York State Department of Financial Services through which I handle IDR administration. The ability to perform this breadth of medical collection services is a clear distinction between CRM and its fellow collection agencies and law firms, most of which have never handled the full gamut of medical collections that involve complex FAIR Health-based insurance negotiations or high-value IDRs.



#### Payment Plans / Judgments by Stipulation / Judgments by Confession

Payment plan settlement agreements are an important modality for collection success in CRM's paradigm, particularly with respect to medical debt such as emergency ambulance billings. If a patient-debtor has verified financial constraints that limit his/her ability to make full payment all at once, we not only readily entertain offers of settlement by payout but also affirmatively offer such payment plans in debtor contacts. It is important to note that, prior to said settlements, validation of employment and income is requested and collected to supplement the information we gather internally from the credit bureau. Moreover, we provide a page on our website where a debtor can affirmatively send us a written request for a payment plan with a requested interval of payment. Upon receipt of such a request, if acceptable based on the information presented and verified, we send out to the debtor who made said request a settlement agreement that memorializes the agreed-upon payment plan.

All payments are tracked in our computer system and delinquent notices are regularly sent out prior to the cancellation of a settlement agreement. Payment coupons are also provided upon request as are automatic payment options by ACH/e-Check or credit/debit card. Our theory is that so long as a debtor is paying down their account in good faith, we aim to work with them so that our clients, such as Nassau County, get paid and the debtor's credit profile can be preserved.

Another very effective and efficient avenue of settlement is post-suit settlement agreements. We have instituted a policy on all legal accounts that any settlement agreement with a defined payment plan that is entered into after commencement of a lawsuit shall include a mechanic for the entry of a Judgment by Stipulation should an uncured default on any single payment occur. Moreover, Confessions of Judgment are also used in larger and more complex pre-suit settlements. These types of settlements are favored by us because they tighten the payment guarantees while at the same time providing for a cost-effective and certain means by which to obtain a judgment for our creditor-client upon a default.

And, finally, in terms of due diligence prior to entry of any payment plan, because we are a credit information furnisher, CRM is able to run TLO and bureau reports to regularly check the employment and credit history of a debtor. With this said, it is worth noting that we routinely discount these results in the context of payment plans since we have found that the more an individual debtor feels they had a cooperative say in reaching the terms of a structured settlement, the more likely they are to adhere to said terms. In our experience, this finding has held steady across income levels and, thus, we maintain that our goal of engendering cooperation and good-will in working with a debtor only serves to increase the odds of successful completion of a payment plan agreement.

#### Fico Score 9 and Medical Debt

FICO Score 9 is a current factor that should always be considered in the medical collections context. As such, we intentionally integrate it into our collection methodology. While most agencies reflexively view FICO Score 9 as a negative pro-debtor industry change, we believe FICO Score 9 is a clear net-positive and, as such, we effectively use it to incentivize amicable settlements of medical debt accounts. We regularly challenge potential clients to pointedly ask the agencies they currently work with about how they view and use FICO Score 9. The answers, or lack thereof, help highlight and drive home how CRM thinks creatively and offers a novel and nuanced approach in an industry that is bloated with large, automated agencies and offshore vendors that rarely stop and reassess their applied collection methodologies.



#### Internal Procedures

CRM maintains a comprehensive Operating Policies and Procedures manual that sets forth in detail CRM's compliance measures and regulatory adherence to laws including the FDCPA, FCRA, EFTA, FCBA, ECOA, TCPA and UDAAP. Furthermore, as part of our bid submission to Nassau County, we included a copy of our (a) Quality Control Plan and Corporate Philosophy as well as (b) a customized Conflict of Interest Policy specific to Nassau County and this RFP TR0112-1602.

#### Proud WBE-Certified Company

I am proud of the fact that my company holds the following current certifications:

NASSAU COUNTY WBE CERTIFIED
SUFFOLK COUNTY WBE CERTIFIED
NEW YORK STATE WBE CERTIFIED
NEW YORK CITY WBE CERTIFIED
PORT AUTHORITY OF NEW YORK AND NEW JERSEY WBE CERTIFIED
NEW JERSEY WBE CERTIFIED
VIRGINIA WBE (SWAM) CERTIFIED
FEDERAL WOSB

4. Business History Form for CRM – As to Item A on the Business History Form, below please find some relevant excerpts that speak to my professional qualifications, CRM's ability and experience with medical debt as well as a sampling of CRM's clients and our respective collection success rates achieved to date.

#### My Professional Qualifications

Prior to forming CRM, I served as in-house counsel for a major surgical practice group on Long Island and continue to handle all aspects of the practice's legal, billing, management and compliance needs. Drawing on my background as a corporate attorney with the law firm of Simpson Thacher & Bartlett LLP, as well as my experience as a business and legal affairs director for the Fox Cable Networks Group, I formed CRM in 2011 to be a closely-held firm modeled by design as a strategic collections partner for clients looking for a long-term sustainable relationship with a company that could serve all of their collection needs in a highly personalized and professional manner. Vetted co-counsel relationships were formed to maintain the intimacy of the receivables management and consulting aspect of CRM while creating the bandwidth necessary to service all of the collection needs, including legal and post-judgment enforcement services, of CRM's growing clientele.

I received my Juris Doctorate, Magna Cum Laude and Order of the Coif, from New York University School of Law and my Bachelor of Science, Summa Cum Laude, from Cornell University. I also completed a post-doctorate fellowship at the Center on Environmental and Land Use Law at New York University School of Law where I worked with renowned faculty, including former New York University School of Law Dean Richard Revesz, on a variety of environmental economic and regulatory law matters. During my time as a fellow, I wrote and spoke extensively on the impact of data manipulation in the government regulatory arena (for, e.g., see 34 Environmental Law Reporter 10954 (2004)).



#### Healthcare Collections Relevant to Nassau County Emergency Ambulance Billings

CRM is uniquely qualified for healthcare collections due to my extensive healthcare law and practice management experience. As mentioned above, for the last nine years, I have served as in-house counsel to a large private surgical practice. From its inception, I incorporated the practice and negotiated individual physician buyouts from a centralized medical practice in Westchester. I maintain legal and managerial oversight of all corporate, legal, billing, management and compliance aspects of the practice. Moreover, as an entity, CRM handles large medical debt portfolios for healthcare clients, including dialysis centers, private plastic surgical groups, home healthcare agencies and multidisciplinary medical wellness groups that employ orthopedists, physical therapists, interventional pain management and physiatric physicians, chiropractors and acupuncturists. The services provided are dictated by the account types - age, out-of-network vs in-network status and processing, pre- vs postappeal, IDR eligibility, elective vs emergency services, patient-issued remittance checks, etc. -- and are communicated to the client as the recommended course of action. Medical debt accounts, more so than breach of contract or account stated accounts, require a nuanced approach due to the complexity of the healthcare field and laws, especially in New York. Any agency that does not employ or subcontract an attorney fluent in New York healthcare laws and regulations will likely fail to effectively issue spot and identify the correct manner in which to handle medical accounts.

CRM's experience with healthcare accounts has led to our unique paradigm that dictates how we treat such accounts upon assignment. For example, a hypothetical portfolio of 1,000 healthcare accounts would be handled as follows:

- a. Data input and notation of prominent factors such as age of debt, network status of provider and specific debt characteristics, such as in-network cost sharing obligations (co-pay, co-insurance, deductible) or balance bills inclusive of the uninsured.
- b. For any accounts that are (a) aging out of the applicable statute of limitations and (b) papered with sufficient documentation to support a legal suit, collection is bypassed and suit authorizations are sent to the client.
- c. Run plans are assigned to each account and first-batch letters with all of the requisite Federal and New York State-specific disclosures are mailed out on each account.
- d. During the 30-day dispute period, no calls are placed unless in return and time is spent skip tracing each debtor to determine qualification for credit reporting. Any account data that is not confirmed through Accurint and/or TLO is flagged for confirmation with the client.
- e. Depending on the account size and debt characteristics, a certain percentage will settle outright; a certain percentage will result in the setting up of payment plans; a certain percentage will remain with no response; and a certain percentage will require dispute verification. Typically, 5-8% of well-documented and fresh first-party accounts will settle at this stage prior to any further action.
- f. Second letters are issued along with select manual calls to those accounts where data and demographics support payment and settlement. Pre-notice is given prior to credit reporting on qualified accounts to provide ample time for settlement. Any accounts for which skip tracing shows bankruptcy, death or false id are returned to the client with explanation as are accounts for which dispute validation could not be sufficiently provided by the client.
- g. Any qualified accounts not settled at this point in the collection cycle are credit reported with third letters issued.



- h. Depending on the account size and debtor characteristics, an additional batch will be sent to the client with suit authorizations. Location and size will determine the attorney in our network who is assigned the various accounts. CRM's run plans include legal stages and report requests to assure attorney accountability. For example, upon placement of a legal suit, CRM requests that Summons and Complaints be forwarded to us for execution within fourteen days; that service be effectuated within thirty days of return of the executed Summons and Complaint; and that filing for defaults be done within sixty days if no answer was filed or settlement was reached.
- i. Pre-suit collection averages range from 15-22% of well-documented and fresh first-party accounts.
- j. Suits are commenced and proceed to trial or default judgment based upon debtor response or lack thereof. On average, for healthcare accounts, post-service settlements range from 20-50%.
- k. Post-judgment enforcement is an integral and final piece of our collection cycle and my partner law firm as well CRM's network of firms specialize in the effectuation of financial restraints and wage garnishments.
- 1. During the collection process, accounts are constantly pulled based on incoming information for various actions, including, but not limited to, health plan appeals, health plan LOA negotiations and, where applicable, IDRs. CRM is fluent and equipped to handle all of these healthcare-specific settlement actions.

#### Client Examples

To date, CRM has collected over \$1,400,000 for our clients with an average overall collection success rate exceeding 20%. A sampling of five recent CRM client contracts are:

- a. Nassau Dialysis \$925,000 placed in collections since January 2015 with \$109,000 recovered to date (pending suits are in litigation), thereby representing a 12% current collection success rate. <sup>1</sup>
- b. Marathon Energy Corporation and Marathon Power LLC \$712,000 placed in collections with \$329,000 recovered to date (pending suits are in litigation), thereby representing a 46% current collection success rate.
- c. Advanced Plastic Surgery of Long Island PLLC \$1,600,000 placed in collections with \$582,000 recovered to date (pending suits are in litigation), thereby representing a 36% current collection success rate,
- d. Better Home Health Care Agency, Inc. \$37,000 initial placement into collections with \$31,000 recovered to date (pending suits are in litigation), thereby representing an 82% current collection success rate.
- e. SMG Mediquip LLC \$260,000 placed in collections with \$50,000 recovered to date, thereby representing a 19% current collection success rate. It is noteworthy that this client's accounts are not qualified for credit reporting and, in addition, this client has chosen to not engage in any legal action of any kind. Thus, this rate of collection is based on purely pre-legal contact collection efforts.

<sup>&</sup>lt;sup>1</sup> It is important to note that a substantial percentage of the debtors responsible for the delinquent accounts held by this creditorclient were found to be deceased through CRM's skip tracing. As such, those accounts placed were deemed uncollectable and, as a result, lowered the overall collection success rate.



Since CRM is not an individual, please see the below answers that correlate to Item A of the Business History Form:

- i. April 05, 2011
- ii. Laura J. Lowenstein, 2857 Lindenmere Drive, Merrick, NY 11566, 99% owner Benjamin Tayne, 2857 Lindenmere Drive, Merrick, NY 11566, 1% owner
- Laura J. Lowenstein, 2857 Lindenmere Drive, Merrick, NY 11566,
   President and CEO
   Benjamin Tayne, 2857 Lindenmere Drive, Merrick, NY 11566, VP & COO
- iv. New York
- v. 2
- vi. Approx. \$100,000
- vii. See above. In addition, CRM is an approved and current member of both the New York State Collectors Association and ACA International.
- viii. See attached copy of our Consumer Affairs Debt Collection Agency License.

If anything else is required by Legislative Affairs, please let me know.

Thank you.

Very truly yours,

Laura Lowenstein

#### COUNTY OF NASSAU

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

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
NONE
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):
NONE

## Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
NONE
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NONE
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.
Dated: 12/5/16 Signed: JARED P. TUNKAN
Print Name: JARED P. TUNTAW
Title Soit Mary Dill

#### Page 4 of 4

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.

#### 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 Jaced P. Turnan
	Date of birth 12 / 5 / 79
	Home address 188 E. 64" Street, Apt 2104
	City/state/zip New York, NY 10065
	Business address 1930 Broadcast Plaza
	City/state/zip Mercick, NY 11566
	Telephone (576) 208-8780
	Other present address(es) None
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/_/
	Chairman of Board/ _/ Shareholder/ _/
	Chief Exec. Officer / Secretary / /
	Chief Financial Officer / / Partner / /
	(Other) Principal / Ouner: 2/1/09
	(Other) Principal lowner: 2/1/09
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO if Yes, provide details,
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any
	other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.
	The Law Offices of Jared P. Turran, PLLC, Principal Journe

6.	0000	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO s, provide details.
Pr	ovide a	n affirmative answer is required below whether the sanction arose automatically, by a of law, or as a result of any action taken by a government agency.  I detailed response to all questions checked "YES". If you need more space, photocopy opriate page and attach it to the questionnaire.
7.	in the organ	past (5) years, have you and/or any affillated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	a,	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	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
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
	the pa bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNOIf Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
  YES \_\_\_\_NO \_\_\_\_ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_\_NO \_\_\_\_ If Yes, provide details for each such occurrence.
- 9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal Investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_\_NO \_\_\_\_ If Yes, provide details for each such investigation.
- 10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_\_NO \_\_\_\_\_ If Yes; provide details for each such investigation.
- 11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any senction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such instance,
- 12. For the past 5 tax years, have you falled to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_\_NO \_\_\_\_\_ If Yes, provide details for each such year.

#### 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.

I, THE TORMAN being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

ROBIN LISA FURYE
Notary Public, State of New York
Notary Public, State of New York
Outlined in Queens County
Commission Express October 16, 20 19

The Law Offices of Jave of Turrier, PLLC
Name of submitting business

Tared Tyrnar

Print pame

Signature

Lorkeyer Lowner

Sworn to before me this May of Jinuary 2017

# Consumer Affairs Debt Collection Agency License

Business Name:

CAPITAL RESOURCE MANAGEMENT, INC.

**DBA/Trade Name:** 

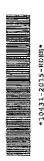
**Business Address:** 

2005 MERRICK RD 116 STE 116

MERRICK, NY 11566-4644

License Number: 1398052-DCA

lssued: 03/04/2015 Expires: 01/31/2017



New York City Department of Consumer Affairs 42 Broadway, New York, NY 10004



To file a complaint about this business, contact 311 or go to nyc.gov/consumers



#### Department: Treasurer

E-281-16

#### SERVICE <u>Debt Collection Services</u> – <u>Emergency Ambulance Billings</u>

NIFS ID #: <u>CQTR16000002</u>

**Contract Details** 

NIFS Entry Date: 9/27/16

Term: from 10/1/16 to 9/30/19

New 🛛 Renewal 🔲	1) Mandated Program:	Yes 🗌	No 🗵
Amendment	2) Comptroller Approval Form Attached:	Yes 🗵	No 🔲
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🗌
Blanket Resolution  RES#	5) Insurance Required	Yes 🛛	No 🗌

# **Agency Information**

Vendo	Control of the second s
Name	Vendor ID#
Capital Resource Management, Inc.	45-1544888
Address	Contact Person
2005 Merrick Road, Suite 116 Merrick, NY 11566	Laura Lowenstein, Esq.
	Phone
	516-442-4045

County Department
Department Contact
Beaumont A. Jefferson, County Treas.
Address
1 West Street
Mineola, NY 11501
Phone
516-571-2090

# **Routing Slip**

DATE Réc'd.	DEPAREMENT	Internal Verification		DATE Appy'd& Fw'd		ATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	Z Z		13	MI	
		Contractor Registered	- N/		Kaun	will fleffen	
tilottle	ОМВ	NIFS Approval (Contractor Registered)	Ø	1/04/16		of III	Yes No Not required if blanket resolution
11/15/16	County Attorney	CA RE & <u>Insurance</u> Verification	Ø	1/15/16	4.6	hate	
11/24/16	County Attorney	CA Approval as to form		فالمدان	PIR!	Dacep_	Yes 🗷 No 🗆
	Legislative Affairs	Fw'd Original Contract to CA					
	County Attorney	NIFS Approval					
	Comptroller	NIFS Approval				An any	ASSILL SE
	County Executive	Notarization Filed with Clerk of the Leg.		·	er re	NO	a. V. 1570

\$ 1608 6 DE SILVE S

ALSSAU COUNTY THE



Department: <u>Treasurer</u>

Description: Th		ract for debt collection services; e	mergency ambulanc	e billings only.		<del>"</del>	· · · · · · · · · · · · · · · · · · ·
Purpose: Capital Resource Management, Inc. ("CRM") was selected to be the County's vendor for debt collection services for emergency ambulance billings.							
Mothod of Proc	uromanti A D	aquest for Proposals ((DED!)				· mpod do d coo	
Method of Fruc	штешені; А К	equest for Proposals ("RFP") was	s published in <i>ivewsa</i>	<i>tay</i> and posted on	the County website. RFP	#TR0112-1602,	
Procurement H	istory: This is	a new contract that was awarded	after a formal REP	process Three c	ontractors were granted th	a annortunity to	maka
presentations to	the Selection	Committee. The Selection Comming collection of emergency ambula	nittee evaluated and	scored the three	contractors and determined	that CRM best	met the selection
by two of the co	ntractors; the	third contractor did not respond	to our BAFO reque	st.	e also reviewel a best and	rinai Oner ("B	APO") submitted
Description of C County Attorne	General Provis y shall consist	sions: The services to be provided of debt collection services and lit	under this Agreeme	ent by the Contrac	ctor and the attorney select	ed by it and app	roved by the
Specifically, the	collection of a	lebts and receivables and litigatio I asset location. Cases referred to	n of claims and judg	gments (collective	ly referred to as "Cases") a	nd related servi	ces, including but
emergency amb	ulance billings	S.				ton payment of	the concentra of
Impact on Fund	ling / Price An	alysis: Payment is on a contingen e twenty-three percent (23%) of t	cy basis. The amoun	nt to be paid to th	e contractor as full conside	ration of the cor	ntractor's services
and (ii) twenty-t	hree Percent (2	23%) of the gross amount recover(	ed by the contractor	on secondary plac	ement claims referred by th	e County: (iii) ty	venty-four percent
gross amount co	llected plus sui	llected plus enforcement costs for it costs for legal / litigation claims.	juuginent entortein	ent cialins referre	ed by the County; and (IV)	wenty-seven per	reent (27%) of the
Change in Cont	ract from Pric	or Procurement: New contract.	····	· · · · · · · · · · · · · · · · · · ·			
Recommendation	on: (approve a	s submitted)			7,11-7		
Advisen	nent In	formation					
* BUDGET C	Z 1. 13. 13. 11. m av.	FUNDING SOURCE	AMOUNT	Line	index/object	CÓDE	AMOUNT
Fund:	GEN	Revenue Contract	XXXXXX	1	TRGEN1100 / DE500		\$100,000
Control:	TR-10	County	\$	2	A The same of the same of		\$
Resp:	1100	Federal	\$	3 ,	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		\$
Object:	DE500	State	\$	4,	111-60	11/15/10	\$
Transaction:		Capital	\$	5	g. yma		\$
RENEW	Mit Sold	Other	\$	6		/TOWN X	\$
% Increase	Acceptable 1	TOTAL	\$			TOTAL	\$100,000
% Decrease		Document Prepared By: Sus	san Landau			Data 9/	27/16
Lagrador, Albarra arta races			Gan Marty and a second control of the second		EANING COMMISSION OF THE PROPERTY OF THE PROPE	Date:	
<b>PERCY (TERROR TERROR</b>	THE STREET	ication	Comptroller C	ertification	Count	v Executive Appro	oval weeks

NIFS Certification	Comproller Certification	County Executive Approval
I certify that this document was accorded into NIES;	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name & h
Name / Jeaumal / flor	Name	Date
Date 10/31/2016	Date	(For Office Use Only) E #:
PR5254 (1/06)		-



# Nassau County Interim Finance Authority

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

1. Vendor:	Capital Resource Management, Inc.				
2. Dollar amount	requiring NIFA approval: \$	100,000			
Amount to be e	ncumbered: \$ 100,000				
This is a	✓ New Contract Advise	ement Ame	endment		
If advisement – NIFA	mount should be full amount of cont A only needs to review if it is increas nount should be full amount of amer	sing funds above th	ne amount previou	sly approved l	by NIFA
3. Contract Term:	10/1/16 - 9/30/19	<b></b>			
Has work or serv	ices on this contract commenced?	Yes	✓ No		
If yes, please expl	ain:				
4. Funding Source	<b>:</b> :				<del></del>
General Fun Capital Impi Other	d (GEN)  rovement Fund (CAP)	Grant Fund (GR	Federal % State % County % 100		
	for the full amount of the contract? uire a future borrowing?	<u>✓</u>	Yes	No No	
Has the County Legis	slature approved the borrowing?		Yes	No 🗸	N/A
Has NIFA approved the borrowing for this contract?  Yes  No  N/A				N/A	
5. Provide a brief	description (4 to 5 sentences) o	of the item for w	hich this approv	val is reques	ted:
	ource Management, Inc. wa ot collection provider for em				be the
6. Has the item re	quested herein followed all pro	oper procedures	s and thereby ap	proved by t	he:
Nassau County At Nassau County Co	ttorney as to form ommittee and/or Legislature	Yes 1 Yes 1	No N/A No N/A		
Date of approva	al(s) and citation to the resolut	ion where appr	oval for this iten	n was provi	ded:
Not applicab	le at this time.		***************************************		
. Identify all cont	racts (with dollar amounts) wi	th this or an affi	iliated party wit	hin the prio	 r 12 months
None.					

#### 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. 1 por Budget Drew 111412016 Print Name 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 Signature Title Date **Print Name NIFA** Amount being approved by NIFA: Signature Title 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.

**Print Name** 

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: Capital Resource Management, Inc.

CONTRACTOR ADDRESS: 2005 Mer	rick Road, Suite 116, Merrick, NY 11566		
FEDERAL TAX ID #: 45-1544888  **Instructions:* Please check the appropriate box ("\overline{\Omega}") after one of the following roman numerals, and provide all the requested information.			
[date]. The sealed bids were publicly opened on sealed bids were received and opened.	[newspaper] on [date] [#] of		
II. I The contractor was selected pursuan	t to a Request for Proposals.		
The Contract was entered into after a written requ	sest for proposals was issued on January 20, 2016.		
	lability of the RFP by advertisement in Newsday,		
	rested parties and by publication on the County		
producinem website, rroposais were due on reord	ary 19, 2016. Five (5) proposals were received and		

evaluated. The Selection Committee consisted of five (5) people: 1) Beaumont Jefferson, County Treasurer; 2) Joe DeVito, OMB; Roseann D'Alleva, OMB; Kevin Walsh, Real Estate; and Natalie Bell, NC Police Dept. The proposals were scored and ranked. As a result of the scoring and ranking, the

highest-ranking proposer was selected.

The co	This is a renewal, extension or amendment of an existing contract.  Intract was originally executed by Nassau County on [date]. This is a lor extension pursuant to the contract, or an amendment within the scope of the contract or RFP.
	s of the relevant pages are attached). The original contract was entered into
of the receive	[describe ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each osal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals.
	A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
	<b>B.</b> The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract

□ <b>D.</b> Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII.   This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
<u>Instructions with respect to Sections VIII, IX and X:</u> All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.
VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X.   Wendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees:  \[ \begin{align*}\] a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Head Signature
10/27/2016 Date

#### RULES RESOLUTION NO. -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE
OF THE NASSAU COUNTY TREASURER, AND CAPITAL RESOURCE
MANAGEMENT, INC.

WHEREAS, the County has negotiated a personal services agreement with Capital Resource Management, Inc. for debt collection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the agreement with
Capital Resource Management, Inc.



#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Electi ending on the date of this disclosure, of years prior to the date of this disclosure campaign committees of any of the fo committees of any candidates for any	ficers of the vendor provided campaign contributions on Law in (a) the period beginning April 1, 2016 and or (b), beginning April 1, 2018, the period beginning two re and ending on the date of this disclosure, to the llowing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County aptroller, the District Attorney, or any County Legislator?
No	
Vendor authorized as a signatory of the undersigned affirms and so swear statements and they are, to his/her knows the undersigned further certifies and a	affirms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental
Dated: 7/25/16	Vendor: Capital Resource Management, Inc.  Signed: Laura Lowenstein
	Title: President



## COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Ope 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.	
N/A	
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):	
N/A	
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:	
N/A	

Page 2 or 4
. was so a sign of the first No. 1
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify
client(s) for each activity listed. See page 4 for a complete description of lobbying activities.
N/A
The second secon
5. The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
expects to today.
ALLA
N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?
N/A
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.
$\mathcal{O} = \mathcal{O}$
Dated: 7/25/110 Signed: Tand

Print Name: (

Title:

Kaura Lowenstein

President

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

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

### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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

	Principal NameLAURA LOWENSTEIN
	Date of birth <u>09 / 28 / 1974</u>
	Home address 2857 LINDENMERE DRIVE
	City/state/zipMERRICK, NY 11566
	Business address2116 MERRICK AVE. SUITE 3002
	City/state/zip MERRICK, NY 11566
	Telephone 516-442-4045
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President <u>04 / 12 /2011</u> Treasurer <u>04 / 12 / 2011</u>
	Chairman of Board / / Shareholder 04 / 12 / 2011
	Chief Exec. Officer 04 / 12 / 2011 Secretary 04 / 12 / 2011
	Chief Financial Officer/ Partner//
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?
ა.	NO YES _X_ If Yes, provide details. 100% SHAREHOLDER OF CORPORATION
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? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES $\underline{x}$ ; If Yes, provide details.
	LAURA J. LOWENSTEIN & ASSOC., LLC, LAW FIRM
	LAURA LOWENSTEIN, MANAGING MEMBER, 100% OWNER.

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? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details.		
law Pro	or as a	affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.	
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? NO _x _YES If Yes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such instance.	
	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? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such instance.	
	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? NO $\underline{X}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such instance.	
8.	petition and/or process pendin (Providence)	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy an and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy edings initiated more than 7 years ago and/or is any such business now the subject of any get bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "YES". If you need more space, photocopy the priate page and attach it to the questionnaire.)	
	a)	Is there any felony charge pending against you? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? NO $\underline{x}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such charge.	
	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? NO $\underline{x}$ YES $\underline{\hspace{0.5cm}}$ If Yes, provide details for each such conviction.	
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES If Yes, provide details for each such conviction.	

	f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES If Yes, provide details for each such occurrence.
9.	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? NO $\frac{X}{X}$ YES $\frac{X}{X}$ If Yes, provide details for each such investigation.
10	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? NO X YES If Yes; provide details for each such investigation.
11.	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? NO $\underline{X}$ YES $\underline{\hspace{0.5cm}}$ If Yes; provide details for each such instance.
12.	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? NO $\underline{X}$ YES $\underline{\hspace{1cm}}$ If Yes, provide details for each such year.

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.
I, <u>LAURA LOWENSTEIN</u> , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this of day of Teb. 2016
Shaun Erickson State of New York Notary Public No. 01ER6295247 Certified in Suffolk County Commission Expires 12/30/2017
CAPITAL RESOURCE MANAGEMENT, INC.

#### 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 BENJAMIN TAYNE
	Date of birth 08 / 13 / 1964
	Home address2857 LINDENMERE DRIVE
	City/state/zipMERRICK, NY 11566
	Business address 2116 MERRICK AVE., SUITE 3002
	City/state/zip MERRICK, NY 11566
	Telephone516-442-4045
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President// Treasurer//  Chairman of Board// Shareholder08 /_23 /_2016  Chief Exec. Officer// Secretary/_/  Chief Financial Officer// Partner//  Vice President04 /_12 /_2011//  (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.   OWN ONE(1) SHARE OF STOCK.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details.

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.		
ope Pro	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.	<ol> <li>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:</li> </ol>			
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.		
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.		
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)		
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.		
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.		
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.		

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such igation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

#### **CERTIFICATION**

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I, BENJAMIN TAYNE \_\_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

LAURA JILL LOWENSTEIN
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #02L06237847

COMM. EXP. MARCH 28, 20 14.

Sworn to before me this  $30^{11}$  day of  $\lambda_{W}+201b$ 

CAPITAL RESOURCE MANAGEMENT, INC.

Name of submitting business

**BENJAMIN TAYNE** 

Publiq

Votar⁄⁄

Print name

Signature

VICE PRESIDENT

Title

Date

#### **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 Jared F. Jurtan
	Date of birth 1215 179
	Home address 188 E. 64th Street Apt. 2104
	City/state/zip New York, NY 10065
	Business address 1980 Browdcact Plaza
	City/state/zip Merck NY 11566
	Telephone (516) 208-8780
	Other present address(es) Nowe
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer/
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/ Partner/
	Vice President/
	(Other) Principal/Owner: 2/1/09
3.	Do you have an equity interest in the business submitting the questionnaire?  YES V NO If Yes, provide details. See attached Letter Jater  12/1/16 after & x 1 ness nisrou
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.  Personal guaranty of Line of Credit, \$6,000 Balance. Chare Bank
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO _i/		
op:	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.	<ol> <li>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:</li> </ol>			
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO/ If Yes, provide details for each such instance.		
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.		
8.	bankru the pa bankru any su initiate questi attach	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)		
		Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.		
		Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.		
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.		
	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 NOV If Yes, provide details for each such conviction.		

	e)	misdemeanor?  YES NO If Yes, provide details for each such conviction.	
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.	
9.	years, investi subject for, or respon	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.	
10	listed i anti-tru includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO 1 Yes; provide details for each such igation.	
11	11. 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 _v If Yes; provide details for each such instance.		
12	12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such year.		

#### CERTIFICATION

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I URMAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this / day of September 2016

Nøtary Public

ROBIN LISA FURYE
Notary Public, State of New York
No. 01FU4896645
Qualified in Queens County
Commission Expires October 16, 20

The Law Offices of Jared P. Turna, PLLC

Janed P

Print,name

Signature

Principal / Sole Merber

Title

9 / / / 16 Date

#### **Business History Form**

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

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

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

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

Da	te: SEPTEMBER 13, 2016
1)	Proposer's Legal Name: CAPITAL RESOURCE MANAGEMENT, INC.
2)	Address of Place of Business: 2116 MERRICK AVE., SUITE 3002, MERRICK, NY 11566
	t all other business addresses used within last five years: 800 MERRICK ROAD, MERRICK, NY 11566
3)	Mailing Address (if different): 2005 MERRICK ROAD #116, MERRICK, NY 11566
Ph	one : 516-442-4045
Do	es the business own or rent its facilities?RENT
4)	Dun and Bradstreet number: 07-118-1860
5)	Federal I.D. Number: 45-1544888
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation X Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes X No If Yes, please provide details: LAURA J. LOWENSTEIN & ASSOC., LLC
8)	Does this business control one or more other businesses? Yes No _X If Yes, please provide details:

9)	any other business? Yes No _X_ If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No $\underline{X}$ 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 $\underline{X}$ If Yes, provide details for each such investigation
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 $\underline{X}$ If Yes, provide details for each such investigation
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 charge
	b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge
	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 $\underline{X}$

If Yes, provide details for each such conviction		
d) In the past 5 years, been convicted, after trial or by plea, of a misdem Yes No $\underline{X}$ If Yes, provide details for each such conviction		
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No $\underline{X}$ If Yes, provide details for each such occurrence	
business respect to	et (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No X; If Yes, provide details for instance.	
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No $\underline{X}$ If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire	
ohotocopy the	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.	
	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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.  SEE ATTACHED CONFLICT OF INTEREST POLICY	

- 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.
  - > SEE SECTIONS 1-7 OF VENDOR RESPONSE (as originally submitted).

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);

> THIS INFORMATION REMAINS THE SAME

v) The number of employees in the firm;

AS ORIGINALLY SUBMITTED WITH THE

vi) Annual revenue of firm;

VENDOR RESPONSE.

- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 5+ YEARS
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ORIGINAL VENDOR RESPONSE
- 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.

CompanyMARATHON ENERGY CORPORATION	
Contact Person JERRY DRENIS, PRESIDENT	
Address 868 39th STREET	
City/State BROOKLYN, NY 11232	
Telephone718-564-2222	_
Fax #	
E-Mail AddressJERRY@MECNY.COM	

Company LAWN DOCTOR OF LONG ISLAND			
Contact PersonTED KRAMER, PRESIDENT			
Address PO BOX 791			
City/State DEER PARK, NY 11729			
Telephone516-586-5528			
Fax #			
E-Mail Address <u>KRAMER.TED@VERIZON.NET</u>			
Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC			
Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC			
Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC  Contact Person DAVID TESSER, MD, MANAGING MEMBER			
Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC  Contact Person DAVID TESSER, MD, MANAGING MEMBER  Address 1800 MERRICK ROAD			
Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC  Contact Person DAVID TESSER, MD, MANAGING MEMBER  Address 1800 MERRICK ROAD  City/State MERRICK, NY 11566			

#### CERTIFICATION

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LAURA LOWENSTEIN \_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity. Sworn to before me this 13th day of September 20[[a Shaun Erickson State of New York Notary Public No. 01ER6295247 Notary Public Certified in Suffolk County Commission Expires 12/30/2017 Name of submitting business: <u>CAPITAL RESOURCE MANAGEMENT, INC.</u> LAURA LOWENSTEIN PRESIDENT & CEO

# CAPITAL RESOURCE MANAGEMENT, INC.

# **CONFLICT OF INTEREST POLICY**



# NASSAU COUNTY PURSUANT TO RFP TR0112-1602



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### **CONFLICT OF INTEREST POLICY**

All of us at Capital Resource Management, Inc. (CRM) are committed to quality representation of our clients.

Pursuant to the Contract between Nassau County, New York (County) and CRM for the collection of emergency ambulance billings (the "Contract"), it is understood that potential conflict of interest issues may arise in the context of our performance of the deliverables set forth in the Contract. To address any such interest issues, CRM shall implement the following policy and procedures both on a global and case-by-case basis.

CRM shall send the County written notice of any substantive changes made to this policy during the duration of the Contract.

### 1 IDENTIFICATION OF THE PARTIES

#### 1.1 WHO IS A CLIENT?

A. For purposes of this Conflict of Interest Policy, a "Client" (other than the County) shall be deemed to be any party that (1) is defined as a client and is active in CRM's database of clients and (2) has any account(s) in CRM's database that are tagged as "Active," inclusive of accounts for which no legal activity has been authorized but that are maintained by CRM as an active trade line with a national credit reporting agency.

#### 1.2 WHO IS AN EMPLOYEE?

A. For purposes of this Conflict of Interest Policy, an "Employee" shall be deemed to be any individual that performs work of any kind for CRM and is on CRM's payroll, whether as a part-time or full-time status employee.

# 2 DETERMINATION OF WHETHER A CONFLICT OF INTEREST EXISTS

#### 2.1 Types of Interests

- A. CRM shall determine whether any County elected official or any person related to any County elected official, is an employee, director, officer or has any financial interest, direct or indirect, in CRM or has received or will receive any financial benefit, directly or indirectly, from CRM's performance of the Contract.
- B. CRM shall determine whether any existing or future Employee has any of the following relationship(s) with the County and/or any County elected official:
  - 1. Financial, whether direct or indirect, with full description and disclosure;
  - 2. Personal (non-familial) with full name(s) and identifiers of any such relationship(s); and
  - 3. Familial with full name(s) and identifiers of any such relationship(s).1

<sup>&</sup>lt;sup>1</sup> For purposes of this Conflict of Interest Policy, a "familial relationship" shall include a spouse, domestic partner, child, parent or sibling.

- C. CRM shall determine if any of its existing Clients have any "Active" account(s) or potential assigned account(s) for which an Account Assignment Form has been submitted to CRM whereon the County is listed as a debtor, co-signor or co-obligor of any kind.
- D. CRM shall determine if any of the County accounts assigned pursuant to the Contract lists an existing Client of CRM's as a debtor, co-signor or co-obligor of any kind thereon.

#### 2.2 METHOD OF DETERMINATION

- A. CRM shall collect the following information from its Employees on an annual basis:
  - 1. Full name(s) (i.e., maiden, marital, etc.), address(es); contact number(s) and SSN;
  - 2. Whether the Employee or any direct family member of said Employee is also an employee of the County; and
  - 3. Whether the Employee or any direct family member of said Employee receives any money of any kind from the County, whether through a related entity or otherwise.
- B. CRM shall affirmatively obligate its Employees to inform them in writing as to any change(s) in their most-recently provided answers to the questions posed to him/her pursuant to Section 2.2A. hereinabove.
- C. CRM shall:
  - 1. Run a system-wide check prior to assignment of the first County account to ascertain whether the County is listed as a responsible party on any "Active" account(s); and
  - Determine on a prospective basis if any assigned account(s) for which an Account
     Assignment Form has been submitted, but which has not yet been accepted and worked by
     CRM, has the County listed thereon as a debtor, co-signor or co-obligor of any kind.
- D. CRM shall run a system-wide check upon the assignment of any County account to ascertain whether an existing CRM Client is listed as a responsible party for that account.

# 3 ACTION FOLLOWING DETERMINATION OF A CONFLICT

#### 3.1 CRM's Written Notice and Disclosure to the County

- A. Within one business day following the identification of any relevant interest(s) as set forth in Section 2.1 hereinabove, a CRM officer or manager shall contact the County in writing wherein the details of said interest(s) is/are disclosed.
- B. Within three business days following the initial written disclosure, a CRM officer or manager shall contact the County's point of contact by telephone to ensure receipt of the written notice of disclosure.
- C. Follow-up and/or written notification(s) shall be performed as needed to ensure compliance with this Conflict of Interest Policy.

#### 3.2 SUSPENSION OF EMPLOYEE ACTIVITY

A. If CRM shall determine that an applicant for employment has a financial, personal and/or familial relationship(s) with the County and/or any County elected official, said applicant shall not be hired by CRM unless and until CRM shall have obtained informed, written consent by the County.

- 1. If the County consents to the hire, it is understood that such consent shall be predicated upon said applicant for employment not having access to account information of any kind that is covered under the Contract for the duration of the applicant's employment, whether as full-time or part-time status, with CRM.
- 2. If the County does not consent in writing to the hire, said applicant shall not be offered employment, whether as full-time or part-time status, with CRM during the duration of the Contract.
- B. If CRM shall determine prior to or at any time during the duration of the Contract that an existing Employee has a financial, personal and/or familial relationship(s) with the County and/or any County elected official, any rights of the Employee to access or see any account information of any kind that is covered under the Contract shall be immediately revoked and no new rights shall be granted unless and until CRM shall have obtained informed, written consent by the County.

#### 3.3 AUTOMATIC CLOSURE OR REJECTION OF AN ACCOUNT

- A. Pursuant to its system-wide check, if CRM shall determine that the County is listed as a responsible party on any "Active" account(s), CRM shall notify the Client listed on said account(s) that CRM is closing said account and shall return it to its respective Client.
- B. Following the Effective Date of the Contract, if CRM shall receive an Account Assignment Form from any Client whereon the County is listed as a debtor, co-signor or co-obligor of any kind, CRM shall not accept such account for assignment.

#### 3.4 Suspension of County Account Assignment

- A. If CRM shall determine that an account assigned pursuant to the Contract lists an existing CRM Client as a debtor, co-signor or co-obligor, CRM shall suspend acceptance of said account unless and until CRM shall have obtained informed, written consent by the County.
  - If the County shall notify CRM that it will not consent to CRM's working on said account, CRM shall take all reasonable steps to assist the County in finding an alternative means for the County to collect upon such account.

## COUNTY OF NASSAU

# ${\tt CONSULTANT'S, CONTRACTOR'S \ AND \ VENDOR'S \ DISCLOSURE \ FORM}$

1. Name of the Entity:	CAPITAL RESOURCE MANAGE	GEMENT, INC.			
Address:	2116 MERRICK AVE., SUITE 300	02			
City, State and Zip Code: MERRICK, NY 11566					
. Entity's Vendor Identification Number:					
3. Type of Business:	_Public CorpPartnership	Joint Venture			
Ltd. Liability Co	Closely Held Corp	Other (specify)			
Ltd. Liability Co Closely Held Corp Other (specify)  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 heets if necessary):  LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566					
LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566					
BENJAMIN TAYNE, V. PRES., 2857 LINDENMERE DR. MERRICK, NY 11566					
shareholder is not an inc		ers, or partners of the firm. If the reholders/partners/members. If a Publicly completing this section.			
LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566					
BENJAMIN TAYNE, V.	BENJAMIN TAYNE, V. PRES., 2857 LINDENMERE DR. MERRICK, NY 11566				

Page 2 of 4		
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.		
LAURA J. LOWENSTEIN & ASSOC., LLC - contractor's legal counsel.		
THE LAW OFFICES OF JARED P. TURMAN, PLLC - contractor's legal counsel.		
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.		
(a) Name, title, business address and telephone number of lobbyist(s):		
NONE		

.4

# Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
NONE
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NONE
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.
Dated: 8 30 16 Signed: Your Jan
Print Name. LAURA LOWENSTEIN
Title: PRESIDENT

# COUNTY OF NASSAU

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

1. Name of the Entity:	LAURA J. LOWENSTEIN & AS	SSOCIATES, LLC.	
Address:	2116 MERRICK AVE., SUITE 300	2	
City, State and Zip Code	:MERRICK, NY 11566		
2. Entity's Vendor Ident	ification Number:		
3. Type of Business:	_Public CorpPartnership	Joint Venture	
✓ Ltd. Liability Co _	Closely Held Corp	Other (specify)	
Ltd. Liability CoClosely Held CorpOther (specify)  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 f Joint Ventures, and all members and officers of limited liability companies (attach additional heets if necessary):			
LAURA LOWENSTEIN,	MANAGING MEMBER, 2857 LIN	IDENMERE DR. MERRICK, NY 11566	
shareholder is not an incheld Corporation, include	lividual, list the individual sha de a copy of the 10K in lieu of		
LAURA LOWENSTEIN,	MANAGING MEMBER, 2857 LII	NDENMERE DR. MERRICK, NY 11566	

# Page 3 of 4

NONE			
(c) List whether and where Nassau County, New York State):	e the person/organization is registered as a lobbyist (e.g.,		
NONE			
	•		
	must be signed by a principal of the consultant, s a signatory of the firm for the purpose of executing Contracts.		
The undersigned affirms and so sy statements and they are, to his/her	wears that he/she has read and understood the foregoing knowledge, true and accurate.		
Dated: 8/30/16	Signed: Jank Ja		
	Print Name: LAURA LOWENSTEIN		
	Title: MANAGING MEMBER		

## COUNTY OF NASSAU

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

1. Name of the Entity: The Law Offices of Jared P. Turran, PLU
Address: 1980 Broadcast Plaza
City, State and Zip Code: Merrik, NY 1/566
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpOther (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):
Jared P. Turrian
168 E. 64th Street, Apt. 2104
New York, Ny 10065
,
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.  Jored R. Turna, Sale Member Owner
Javed P. Turnan, Sale Member/Owner 188 E. 64t Street, Apt. 2104
New York, NY 10065

# Page 3 of 4

NONE	
· · · · · · · · · · · · · · · · · · ·	
(c) List whether and who Nassau County, New York Stat	ere the person/organization is registered as a lobbyist (e.g., e):
NONE	
	on must be signed by a principal of the consultant, d as a signatory of the firm for the purpose of executing Contracts.
	o swears that he/she has read and understood the foregoing her knowledge, true and accurate.
Dated: 8/31/16	Print Name: JARED P. TURIVAN  Title: SOLE MUTBER
	Print Name: JARED P. TURMAN
	Title: SOLE MEN

### CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) COUNTY OF NASSAU, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) Capital Resource Management, Inc., a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

### WITNESSETH:

WHEREAS, the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

**WHEREAS**, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

WHEREAS, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

WHEREAS, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

WHEREAS, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

WHEREAS, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of Emergency Ambulance Billings to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.
- 2. <u>Services</u>. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

- 3. <u>Payment.</u> (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "<u>Services Fees</u>") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.
- (b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred (\$100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.
- (c) <u>Direct Payments to County</u>. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

- (d) Reimbursement: Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.
- Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").
- (f) <u>Timing of Payment Claims</u>. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

- (g) <u>No Duplication of Payments</u>. 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.
- (h) <u>Payments in Connection with Termination or Notice of Termination</u>. 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.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. <u>No Arrears or Default</u>. The Contractor is not in arrears to the County upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, 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 the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. 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) <u>Nassau County Living Wage Law.</u> 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, such breach being 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- (c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it 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), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.
- (d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. 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.
- 7. <u>Minimum Service Standards</u>. 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.

- (c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("<u>Losses</u>"), 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; <u>provided, however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars (\$5,000,000) per claim; (iii) workers' 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 or any approved subcontractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement, including, but without limitation, any attorney hired by the Contractor in connection with 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to the Contractor, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written Agreement of the County and the Contractor,

and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (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 County, at least ninety (90) 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").
- (c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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 County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or Contractor 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 Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

- 17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.
- 18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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.

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

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

CAPITAL RESOURCE MANAGEMENT, INC.

By:  Name: Laura Lowenstein  Title: President  Date: 7/25/16
NASSAU COUNTY
By:
, Subcontractor
By: Name: Title: Partner Date:

PLEASE EXECUTE IN BLUE INK

NOTARY PUBLIC

## Appendix A Scope of Services

## A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

- The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.
- 2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.
- 3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.
- 4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.
- 5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

- 6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.
- 7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.
- 8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.
- 9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

# B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

- 1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.
- 2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.
- 3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

### C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

- 1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.
- 2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.
- 3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.
- 4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:
  - (a) Reverse Directories;
  - (b) Real estate records;
  - (c) Dial-in inquiry to New York State Motor Vehicle records;
  - (d) Direct access to computerized data bases of credit reporting services;

or other legal methods acceptable to the County and agreed to between the Contractor and the County.

### D. LITIGATION SERVICES

- 1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.
- 2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

- 3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.
- 4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney"), litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.
- 5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.
- 6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

### E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

- 1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.
- 2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.
- 3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

## F. FILES, REPORTS, AND PROCEDURES

- 1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County
- 2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;
- 3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

- 4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.
- 5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.
- 6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.
- 7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.
- 8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.
- 9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.
- 10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

- 11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.
- 12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

# Exhibit "B" Claim Voucher Form

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### Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

- 1 Enter your invoice number if applicable.
- 2 Order or contract # Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract. The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.
- 3 Blanket order # Complete this section only if your claim is against a blanket order.
- 4 Vendor identification Number Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.
- 5 Vendor number suffix If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.
- 6 Vendor name Complete this area with the name as it appears on our order or contract with you.
- 7 Vendor address Complete this area with your remit to address.
- 8 Claimant's certification Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.
- 9 Destination Indicate to which Nassau County department the goods or services were delivered.
- 10 Terms The vendor should state the terms of payment. Any offered discounts should be stated here.
- 11 Date of delivery or service, itemization, unit price, amount Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.
- 12 Total claimed State the total dollar amount being claimed.

### IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS. Vouchers cannot be paid without this number.

#### ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes." Use additional lines if more than one account is being charged.

Complete and enter into NIFS "invoice no, or claim no, and description" using the following format:

Asterisk (\*), followed by the vendor's invoice number if provided, followed by an asterisk (\*), and then a description of the goods or services.

When no invoice number has been provided, enter asterisk (\*), followed by the claim number pre-printed at the top, followed by an asterisk (\*) and then a description of the goods or services.

A total of up to (50) characters may be used.

Enter the name of your department, your name, and telephone number.

# 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.
- (I) 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  $(\underline{ii})$  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 (I) 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:								
	Laura Lowenstein	(Name)							
	2116 Merrick Ave., Ste 3002, Merrick, NY 11566	(Address)							
	516-442-4045	(Telephone Number)							
2.	The Contractor agrees to either (1) comply with the recounty Living Wage Law or (2) as applicable, obtain requirements of the Law pursuant to section 9 of the Contractor does not comply with the requirements of the requirements of the Law, and such Contractor satisfaction of the Department that at the time of exert had a reasonable certainty that it would receive such and Rules pertaining to waivers, the County will agree without imposing costs or seeking damages against	a a waiver of the Law. In the event that the fithe Law or obtain a waiver establishes to the ecution of this Agreement, it is waiver based on the Law ee to terminate the contract							
3.	In the past five years, Contractor has _X_ had or a government agency to have violated federal, state payment of wages or benefits, labor relations, or occurrent of the contract of the	ate, or local laws regulating cupational safety and health.							
4.	In the past five years, an administrative proceeding, body-initiated judicial action has _X_ has not relating to the Contractor in connection with federal, regulating payment of wages or benefits, labor relating and health. If such a proceeding, action, or investigatescribe below:	t been commenced against o state, or local laws ons, or occupational safety							

<del> </del>	
authorized County repres	mit access to work sites and relevant payroll records by sentatives for the purpose of monitoring compliance with d investigating employee complaints of noncompliance.
knowledge and belief, it is true, of	the foregoing statement and, to the best of my correct and complete. Any statement or representation and true as of the date stated below.
7/25/16	Lua Vose
Dated	Signature of Chief Executive Officer
	Laura Lowenstein
	Name of Chief Executive Officer
Sworn to before me this	
25 day of July  Mary Public  Notary Public	
MARIA PELLEGRINO Notary Public - State of New York NO. 01PE6224820 Qualified in Nassau County My Commission Expires Jul 12, 2018	

### CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) COUNTY OF NASSAU, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) Capital Resource Management, Inc., a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

### WITNESSETH:

WHEREAS, the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

WHEREAS, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

WHEREAS, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

WHEREAS, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

**WHEREAS**, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

WHEREAS, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of Emergency Ambulance Billings to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

WHEREAS, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services:

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

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

- 1. <u>Term.</u> This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.
- 2. <u>Services</u>. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

- 3. <u>Payment.</u> (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "<u>Services Fees</u>") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.
- (b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred (\$100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.
- (c) <u>Direct Payments to County</u>. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

- (d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.
- Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").
- (f) <u>Timing of Payment Claims</u>. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

- (g) <u>No Duplication of Payments</u>. 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.
- (h) <u>Payments in Connection with Termination or Notice of Termination</u>. 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.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, 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 the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. 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) <u>Nassau County Living Wage Law.</u> 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, such breach being 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- (c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it 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), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.
- (d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. 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.
- 7. <u>Minimum Service Standards</u>. 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.

- (c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars (\$5,000,000) per claim; (iii) workers' 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 or any approved subcontractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement, including, but without limitation, any attorney hired by the Contractor in connection with this Agreement.
- (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. 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 (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (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 County, at least ninety (90) 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").
- (c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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 County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of  $(\underline{i})$  one (1) year of the first to occur of  $(\underline{A})$  final payment under or the termination of this Agreement, and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{ii})$  the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. <u>Notices</u>. 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 or Contractor 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 Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (y) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

- 17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 20. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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.

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

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

CAPITAL RESOURCE MANAGEMENT, INC.

By:  Name: Laura Lowenstein  Title: President  Date: 1/25/16	
NASSAU COUNTY	
By:Name:	
By: Name: Title: Partner Date:	

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW	(	
COUNTY OF NA	)ss.: SSAU)	
depose and say that President & CEO and which execute	the or she in the force of Capital R do the above y of the boar	in the year 2016 before me personally personally known, who, being by me duly sworn, did resides in the County of Nassau; that he or she is the esource Management, Inc., the company described herein instrument; and that he or she signed his or her name rd of directors of said company.
		MARIA PELLEGRINO  Notary Public - State of New York  NO. 01PE6224820  Qualified in Nassau County  My Commission Expires Jul 12, 2018
STATE OF NEW	YORK)	
COUNTY OF NA	)ss.: SSAU )	
On the	_ day of	in the year 2016 before me personally to me personally known, who, being by me duly
sworn, did depose	and say that	the or she resides in the County of; that
he or she is the		of, the
<u>=</u>		nd which executed the above instrument; and that he or she by authority of the board of directors of said corporation.

NOTARY PUBLIC

# Appendix A Scope of Services

### A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

- The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.
- 2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.
- 3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.
- 4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.
- 5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

- 6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.
- 7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.
- 8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.
- 9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

# B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

- 1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.
- 2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.
- 3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

## C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

- 1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.
- 2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.
- 3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.
- 4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:
  - (a) Reverse Directories;
  - (b) Real estate records;
  - (c) Dial-in inquiry to New York State Motor Vehicle records;
  - (d) Direct access to computerized data bases of credit reporting services;

or other legal methods acceptable to the County and agreed to between the Contractor and the County.

### D. LITIGATION SERVICES

- 1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.
- 2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

- 3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.
- 4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney"), litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.
- 5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.
- 6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

# E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

- 1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.
- 2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.
- 3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

## F. FILES, REPORTS, AND PROCEDURES

- 1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County
- 2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;
- 3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

- 4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.
- 5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.
- 6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.
- 7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.
- 8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.
- 9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.
- 10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

- 11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.
- 12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

# Exhibit "B" Claim Voucher Form

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Contact Person.

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Comptrollers Approval \_

# Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

- 1 Enter your invoice number if applicable.
- 2 Order or contract # Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract. The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.
- 3 Blanket order # Complete this section only if your claim is against a blanket order.
- 4 Vendor identification Number Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.
- 5 Vendor number suffix If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.
- 6 Vendor name Complete this area with the name as it appears on our order or contract with you.
- 7 Vendor address Complete this area with your remit to address.
- 8 Claimant's certification Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.
- 9 Destination Indicate to which Nassau County department the goods or services were delivered.
- 10 Terms The vendor should state the terms of payment. Any offered discounts should be stated here.
- 11 Date of delivery or service, itemization, unit price, amount Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.
- 12 Total claimed State the total dollar amount being claimed.

#### **IMPORTANT NOTE TO COUNTY DEPARTMENTS**

Please complete the voucher document number generated from NIFS. <u>Vouchers cannot be paid without this number.</u>

### ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes." Use additional lines if more than one account is being charged.

Complete and enter into NIFS "invoice no. or claim no. and description" using the following format:

Asterisk (\*), followed by the vendor's invoice number if provided, followed by an asterisk (\*), and then a description of the goods or services.

When no invoice number has been provided, enter asterisk (\*), followed by the claim number pre-printed at the top, followed by an asterisk (\*) and then a description of the goods or services. A total of up to (50) characters may be used.

Enter the name of your department, your name, and telephone number.

# 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.
- (I) 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  $(\underline{ii})$  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:

	Laura Lowenstein	(Name)
	2116 Merrick Ave., Ste 3002, Merrick, NY 11566	(Address)
	516-442-4045	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the recounty Living Wage Law or (2) as applicable, obtain requirements of the Law pursuant to section 9 of the Contractor does not comply with the requirements of of the requirements of the Law, and such Contractor satisfaction of the Department that at the time of execute had a reasonable certainty that it would receive such and Rules pertaining to waivers, the County will agree without imposing costs or seeking damages against the	a waiver of the Law. In the event that the the Law or obtain a waiver establishes to the cution of this Agreement, it waiver based on the Law e to terminate the contract
3.	In the past five years, Contractor has _X_ has or a government agency to have violated federal, sta payment of wages or benefits, labor relations, or occilf a violation has been assessed against the Contract	te, or local laws regulating upational safety and health.
4.	In the past five years, an administrative proceeding, is body-initiated judicial action has _X_ has not relating to the Contractor in connection with federal, regulating payment of wages or benefits, labor relation and health. If such a proceeding, action, or investigated describe below:	been commenced against or state, or local laws ons, or occupational safety

authorized County represei	t access to work sites and relevant payroll records by ntatives for the purpose of monitoring compliance with ovestigating employee complaints of noncompliance.
	e foregoing statement and, to the best of my rect and complete. Any statement or representation true as of the date stated below.
7/25/1	Aug Jass
Dated	Signature of Chief Executive Officer
	Laura Lowenstein
	Name of Chief Executive Officer
Sworn to before me this	
Have a Dilly , 2	2016.
Notary Public	_
MARIA PELLEGRINO Notary Public - State of New York NO. 01PE6224820 Qualified in Nassau County My Commission Expires, Jul 12, 2018	

## CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) COUNTY OF NASSAU, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) Capital Resource Management, Inc., a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

#### WITNESSETH:

WHEREAS, the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

**WHEREAS**, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

WHEREAS, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

**WHEREAS**, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

WHEREAS, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

WHEREAS, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of Emergency Ambulance Billings to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.
- 2. <u>Services</u>. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

- 3. <u>Payment.</u> (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "<u>Services Fees</u>") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.
- (b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred (\$100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.
- (c) <u>Direct Payments to County</u>. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

- (d) Reimbursement: Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.
- Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").
- (f) <u>Timing of Payment Claims</u>. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

- (g) <u>No Duplication of Payments</u>. 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.
- (h) <u>Payments in Connection with Termination or Notice of Termination</u>. 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.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. <u>No Arrears or Default</u>. The Contractor is not in arrears to the County upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, 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 the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. 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) <u>Nassau County Living Wage Law.</u> 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, such breach being 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- (c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it 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), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.
- (d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. 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.
- 7. <u>Minimum Service Standards</u>. 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.

- (c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars (\$5,000,000) per claim; (iii) workers' 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 or any approved subcontractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement, including, but without limitation, any attorney hired by the Contractor in connection with 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. 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 (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (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 County, at least ninety (90) 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").
- (c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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 County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of  $(\underline{i})$  one (1) year of the first to occur of  $(\underline{A})$  final payment under or the termination of this Agreement, and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{ii})$  the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or Contractor 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 Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

- 17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 20. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, 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.

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

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

CAPITAL RESOURCE MANAGEMENT, INC.

By: Janes Jan
Name: Laura Lowenstein Title: President Date: 1/25/16
Date: 7/25/16
NASSAU COUNTY
By:Name:
Title: Deputy County Executive Date:
, Subcontractor
Ву:
Name:
Title: Partner Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)						
)ss.: COUNTY OF NASSAU)						
On the 25 day of in the year 2016 before me personally came Laura Lowenstein 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 President & CEO of Capital Resource Management, Inc., the company 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 company.  NOTARY PUBLIC  MARIA PELLEGRINO Notary Public - State of New York NO. 01PE6224820 Qualified in Nassau County My Commission Expires Jul 12, 2018						
STATE OF NEW YORK)						
)ss.: COUNTY OF NASSAU )						
On the day of in the year 2016 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that						
he or she is the of, 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

# Appendix A Scope of Services

## A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

- The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.
- 2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.
- 3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.
- 4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.
- 5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

- 6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.
- 7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.
- 8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.
- 9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.
- B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:
  - 1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.
  - 2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.
  - 3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.
- C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

- 1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.
- 2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.
- 3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.
- 4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:
  - (a) Reverse Directories;
  - (b) Real estate records;
  - (c) Dial-in inquiry to New York State Motor Vehicle records;
  - (d) Direct access to computerized data bases of credit reporting services;

or other legal methods acceptable to the County and agreed to between the Contractor and the County.

#### D. LITIGATION SERVICES

- 1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.
- 2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

- 3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.
- 4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney"), litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.
- 5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.
- 6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

## E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

- 1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.
- 2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.
- 3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

## F. FILES, REPORTS, AND PROCEDURES

- 1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County
- 2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;
- 3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

- 4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.
- 5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.
- 6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.
- 7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.
- 8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.
- 9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.
- 10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

- 11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.
- 12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

# Exhibit "B" <u>Claim Voucher Form</u>

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#### Instructions for Completing County of Nassau Claim Youcher NIFS560

The numbered on the circled numbered areas on the claim voucher. The claimsn't should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Massau County department that has received the goods or services.

- 1 Enter your invoice number if applicable.
- 2 Order or contract # Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract. The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.
- 3 Blanket order st Complete this section only if your claim is against a blanket order.
- 4 Vendor identification Number Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.
- 5 Vendor number suffix If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.
- 6 Vendor name Complete this srea with the name as it appears on our order or contract with you.
- 7 Vendor address Complete this area with your remit to address.
- 8 Claimant's certification Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.
- 9 Destination Indicate to which Massau County department the goods or services were delivered.
- 10 Terms The vendor should state the terms of payment. Any offered discounts should be stated here.
- 11 Date of delivery or service, itemization, unit price, amount Complete this area as appropriate. Itemization should be detailed an outher PLEASE NOTE; ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED. It is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE; ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.
- 12 Total claimed State the total dollar amount being claimed.

#### IMPORTANT NOTE TO COUNTY DEPARTMENTS

Vouchers cannot be paid without this number generated from MFS.

#### ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes." Use additional lines if more than one account is being charged.

Complete and enter into MIFS "invoice no, or claim no, and description" using the following format:

saterlak (\*), and then a description of the goods or services.

When no invoice number has been provided, enter asterisk (\*), followed by the ciaim number pre-printed at the top, followed by an asterisk (\*) and then a description of the goods or services.

A fotal of up to (50) characters may be used.

Enter the name of your department, your name, and telephone number.

## 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.
- (I) 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 (<u>ii</u>) 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:					
	Laura Lowenstein	(Name)				
	2116 Merrick Ave., Ste 3002, Merrick, NY 11566	(Address)				
	516-442-4045	_ (Telephone Number)				
2.	The Contractor agrees to either (1) comply with the County Living Wage Law or (2) as applicable, obtain requirements of the Law pursuant to section 9 of the Contractor does not comply with the requirements of the requirements of the Law, and such Contractor satisfaction of the Department that at the time of exhad a reasonable certainty that it would receive such and Rules pertaining to waivers, the County will agwithout imposing costs or seeking damages against	in a waiver of the e Law. In the event that the of the Law or obtain a waiver or establishes to the secution of this Agreement, it ch waiver based on the Law ree to terminate the contract				
3.	In the past five years, Contractor has X had or a government agency to have violated federal, s payment of wages or benefits, labor relations, or or If a violation has been assessed against the Contra	tate, or local laws regulating ccupational safety and health.				
4.	In the past five years, an administrative proceeding body-initiated judicial action has _X_ has not relating to the Contractor in connection with federal regulating payment of wages or benefits, labor relating health. If such a proceeding, action, or investig describe below:	ot been commenced against of l, state, or local laws tions, or occupational safety				

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.
knowle	by certify that I have read the foregoing statement and, to the best of my edge and belief, it is true, correct and complete. Any statement or representation herein shall be accurate and true as of the date stated below.
	7/25/16 Laur Ve
Dated	Signature of Chief Executive Officer
	Laura Lowenstein
	Name of Chief Executive Officer
Sworn	to before me this
<u> 25.</u>	day of July, 2016.
Notary	Public Public
	MARIA PELLEGRINO Notary Public - State of New York NO. 01PE6224820 Qualified in Nassau County My Commission Expires Jul 12, 2018



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 8/1/2016

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). BREITSTONE & COMPANY LTD NE No Ext. (516)569-2550 FAX (A/C, No) (516) 569-2016 PO Box 388 E-MAIL ADDRESS: mike@breitstone.com Cedarhurst, NY 11516 INSURER(S) AFFORDING COVERAGE NAIC# NSURERA: LLOYDS OF LONDON INSURED CAPITAL RESOURCES MANAGEMENT INC INSURER B: 2005 MERRICK ROAD, #116 INSURER C MERRICK, NY 11566 INSURER D : INSURER E INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF (MM/DD/YYYY) POLICY NUMBER X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR 50,000 5,000 MED EXP (Anyone person) MPL 1251998.15 11/01/1511/01/16 X 1,000,000 PERSONAL & ADVINJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X POLICY PRO-1,000,000 PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANYAUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED HIRED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADI AGGREGATE DED RETENTION \$ WORKERS COMPENSATION PER STATUTE ELH-AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE lf yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract for Debt Collection Services - Nassau County RFP # TR0112-1602 The County of Nassau is included as an additiional insured in respects to the above referenced RFP. CERTIFICATE HOLDER CANCELLATION County of Nassau 1550 Franklin Avenue SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Mineola, NY 11501 ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 2/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). BREITSTONE & COMPANY LTD FAX (A/C. No) (516) 569-2016 PHONE (516) 569-2550 (A/C No Ext): MAIL MAIL MIKE Breitstone.com PO Box 388 Cedarhurst, NY 11516 INSURER(S) AFFORDING COVERAGE NAIC# INSURERA: LLOYDS OF LONDON CAPITAL RESOURCES MANAGEMENT INC INSURER B: 2116 MERRICK ROAD, STE 3002 INSURER C MERRICK, NY 11566 INSURER D INSURER E INSURER F REVISION NUMBER: CERTIFICATE NUMBER: **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE SEEN 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. ADDL SUBR INSD WVD LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE X 50,000 DEFMISES (Ea or CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person MPL 1251998.15 11/01/1511/01/16 1,000,000 X PERSONAL & ADV INJURY A 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 PRO-JECT PRODUCTS - COMP/OP AGG POLICY 1.00 OTHER: COMBINED SINGLE LIMI (Ea accident) AUTOMOBILE LIABILITY \$ BODILY INJURY (Per person) ANYAUTO SCHEDULED BODILY INJURY (Per accident) ALL OWNED AUTOS AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADI RETENTION \$ DED ₽ŢΗ-PER STATUTE ORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COMMODORE TRADING CORPORATION IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECTS TO 2116 MERRICK ROAD, MERRICK, NY 11566 CERTIFICATE HOLDER CANCELLATION COMMODORE TRADING CORPORATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 2116 MERRICK ROAD ACCORDANCE WITH THE POLICY PROVISIONS. MERRICK, NY 11566 AUTHORIZED REPRESENTATIVE

## **BUSINESS ASSOCIATE ADDENDUM**

THIS BUSINESS ASSOCIATE ADDENDUM (hereinafter the "Addendum") is made as ofthe date of execution by the County, and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the COUNTY OF NASSAU New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and CAPITAL RESOURCE MANAGEMENT, INC. a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

- 1. <u>Background and Purpose</u>. Business Associate provides services (hereinafter the "<u>Services</u>") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("<u>PHI</u>") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("<u>HIPAA</u>") and codified at 45 C.F.R. Parts 160 through 164 (the "<u>HIPAA Regulations</u>"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.
- 2. <u>Definitions</u>. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.
- 3. Obligations with Respect to PHI. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:
  - a. <u>Use and Disclosure</u>. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];
  - b. <u>Appropriate Safeguards</u>. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];
  - c. <u>Reporting.</u> Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

- discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];
- d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];
- e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];
- g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];
- i. <u>Return of Information</u>. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

- j. <u>Mitigation.</u> Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.
- 4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:
  - a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;
  - b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and
  - c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
    - i. the disclosures are required by law; or
    - ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].
- 5. <u>Security Safeguards</u>. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

## 6. Term and Termination.

- a. <u>Term.</u> This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.
- b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].
- 7. <u>Indemnity</u>. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.
- 8. <u>Amendment</u>. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.
- 9. <u>No Third Party Beneficiaries</u>. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## 10. HITECH ACT

- a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and
- c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.
- d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

## 11. MISCELLANEOUS

- a. <u>Cooperation and Disputes</u>. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.
- b. <u>Regulatory References</u>. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.
- c. <u>Conflicts</u>. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

- d. <u>Interpretation</u>. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.
- e. <u>Subcontractor Obligations</u>. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

COVERED ENTITY COUNTY OF NASSAU	BUSINESS ASSOCIATE CAPITAL RESOURCE MANAGEMENT INC.
Ву:	By Jaug Ow
Title: Deputy County Executive	Ttle: President
Date:	Date: August 2, 2016

## **BUSINESS ASSOCIATE ADDENDUM**

THIS BUSINESS ASSOCIATE ADDENDUM (hereinafter the "Addendum") is made as ofthe date of execution by the County, and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the COUNTY OF NASSAU New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and CAPITAL RESOURCE MANAGEMENT, INC. a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

- 1. <u>Background and Purpose</u>. Business Associate provides services (hereinafter the "<u>Services</u>") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("<u>PHI</u>") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("<u>HIPAA</u>") and codified at 45 C.F.R. Parts 160 through 164 (the "<u>HIPAA Regulations</u>"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.
- 2. <u>Definitions</u>. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.
- 3. Obligations with Respect to PHI. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:
  - a. <u>Use and Disclosure</u>. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];
  - b. <u>Appropriate Safeguards</u>. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];
  - c. <u>Reporting.</u> Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

- discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];
- d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];
- e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];
- g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];
- i. <u>Return of Information</u>. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(1)]; and

- j. <u>Mitigation</u>. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.
- 4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:
  - a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;
  - b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and
  - c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
    - i. the disclosures are required by law; or
    - ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].
- 5. <u>Security Safeguards</u>. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

## 6. Term and Termination.

- a. <u>Term</u>. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.
- b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].
- 7. <u>Indemnity</u>. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.
- 8. <u>Amendment</u>. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.
- 9. <u>No Third Party Beneficiaries</u>. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

#### 10. HITECH ACT

- a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and
- c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.
- d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

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- b. <u>Regulatory References</u>. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.
- c. <u>Conflicts</u>. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

- d. <u>Interpretation</u>. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.
- e. <u>Subcontractor Obligations</u>. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

COVERED ENTITY COUNTY OF NASSAU	BUSINESS ASSOCIATE CAPITAL RESOURCE MANAGEMENT INCA
Ву:	By: Jaup or
Title: Deputy County Executive	Title: President
Date:	Date: August 2-2016

## **BUSINESS ASSOCIATE ADDENDUM**

THIS BUSINESS ASSOCIATE ADDENDUM (hereinafter the "Addendum") is made as ofthe date of execution by the County, and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the COUNTY OF NASSAU New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and CAPITAL RESOURCE MANAGEMENT, INC. a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

- 1. <u>Background and Purpose</u>. Business Associate provides services (hereinafter the "<u>Services</u>") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("<u>PHI</u>") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("<u>HIPAA</u>") and codified at 45 C.F.R. Parts 160 through 164 (the "<u>HIPAA Regulations</u>"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.
- 2. <u>Definitions</u>. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.
- 3. Obligations with Respect to PHI. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:
  - a. <u>Use and Disclosure</u>. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];
  - b. <u>Appropriate Safeguards</u>. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];
  - c. <u>Reporting.</u> Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

- discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];
- d. <u>Agents.</u> Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];
- e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];
- g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];
- i. <u>Return of Information.</u> Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

- j. <u>Mitigation</u>. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.
- 4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:
  - a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;
  - b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and
  - c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
    - i. the disclosures are required by law; or
    - ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].
- 5. <u>Security Safeguards</u>. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

## 6. Term and Termination.

- a. <u>Term</u>. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.
- b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].
- 7. <u>Indemnity</u>. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.
- 8. <u>Amendment</u>. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.
- 9. <u>No Third Party Beneficiaries</u>. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

#### 10. HITECH ACT

- a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and
- c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.
- d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

#### 11. MISCELLANEOUS

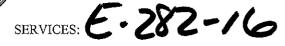
- a. <u>Cooperation and Disputes</u>. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.
- b. <u>Regulatory References</u>. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.
- c. <u>Conflicts</u>. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

- d. <u>Interpretation</u>. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.
- e. <u>Subcontractor Obligations</u>. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

COVERED ENTITY	BUSINESS ASSOCIATE
COUNTY OF NASSAU	CAPITAL RESOURCE
	MANAGEMENT INC
Ву:	By: Java br
Title: Deputy County Executive	Title: President
Date	Date: August 2 2016

### **Contract Details**



Term: August 1, 2016 - July 31, 2017

New X Renewal 1) Mandated Program: Yes 🗌 No 🛛 Yes 🖂 2) Comptroller Approval Form Attached: No 🗌 Amendment No 🔯 3) CSEA Agmt. § 32 Compliance Attached: Yes 🗌 Time Extension 4) Vendor Ownership & Mgmt. Disclosure Attached: Addl. Funds Yes 🔀 No 🔲 Blanket Resolution 5) Insurance Required Yes 🖂 No 🔲 RES#

NIFS Entry Date: 11/21/2016

### **Agency Information**

NIFS ID #: CQAT16000016

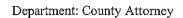
Venc	lor	
Name Leahey & Johnson, P.C.	Vendor ID# 132943775	
Address  120 Wall Street New York, New York 10005	Contact Person  Peter James Johnson Jr.	
	Phone (212) 269-7308	

County Department
Department Contact
Jaclyn Delle
Address
1 West St.
Mineola, New York 11501
Phone
(516) 571-3034

### **Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	Appv'd& F⊕Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)		a Ha	
12/6/16	OMB	NIFS Approval	12/6/16	Mul Uten	Yes No Not required if blanket resolution
18616	County Attorney	CA RE&I Verification	10/7/16	y. Grato?	
	County Attorney	CA Approval as to form	12/11/16	Melyses	Yes No 🗆
	Legislative Affairs	Fw'd Original K to CA			
	Rules/ Leg				
	County Attorney	NIFS Approval			
	County Comptroller	KITS MATTOVA!			
		Notarization Filedwith Clerk of the Leg.			, in
	AU COUNTY	SSAN			

RECEINED





Contract Sun		No Str			
Description: New outside					
Attorney, or his designee, wit	hin the areas of law in whic tion Litigation, Employme	th the Department has determent, Insurance, Federal Civil	mined Counsel to be qualified Rights Section 1983, Mediation	d to defend in various matters as requal. Counsel has been qualified by the lon, Medical Malpractice, and Tort lawip search litigation.	Department in:
Johnson, P.C. has been	added to this panel aft	ter the initial Request t	for Qualification was iss	yers established. The firm Lesued. After a review of the pain the subject matter, and ava	mel, Leahey &
Procurement History: N/A	- new contract				
Description of General Prov	risions: As described above	J			
Impact on Funding / Price /	Analysis: \$25,000.00 (مر	RENT/\$50,000,00	MAXMUM		
Change in Contract from P	rior Procurement: N/A				<del></del>
Recommendation: Approve	as submitted.			· ·	
Advisement I	nformation				
BUDGET CODES	FUNDING SOU	JRCE AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund: GEN	Revenue Contract	☐ XXXXXXX	1 .CCG	EN1100/DE500	\$25,000.00
Control: CC	County	\$25,000.00	2	^ / I /-	\$
Resp: 1100	Federal	\$	3 /	1) at 12/7/16	\$ -
Object: DE500	State	\$	4 4.	ym	\$
Transaction:	Capital	\$	5		\$
	Other	\$	1.76	· .	\$
RENEWAL	7	OTAL \$25,000.00		TOTAL	\$25,000.00
% Increase				1	•
% Decrease	Document Prepared	Ву:		Date:	
NIFS Ce	tification	Comptroll	er Certification	County Executive App	proval
I certify that this document was accepted into NiFS,		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.			
Name		Name		Date /1/9///	
Date		Date		(For Office Use Only	או



## Nassau County Interim Finance Authority

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

1. Vendor:	Leahey & Johnson	, P.C. (CQAT160	00016)		
2. Dollar amount rec	quiring NIFA approval:	\$ 50,000.00			
Amount to be enc	umbered: \$ 25,000.0	0	<del></del>		
This is a	New Contract	Advisement 🗸	Amendment		
If advisement - NIFA o	unt should be full amount only needs to review if it is unt should be full amount o	increasing funds ab	ove the amount pr	eviously approv	ed by NIFA
3. Contract Term:	08/01/2016-7/31/17				
Has work or service	s on this contract commen	.ced?	es	No	
If yes, please explair	n: Due to time sensi	tivity, contractor h	nas commenced :	services.	
4. Funding Source:					
General Fund ( Capital Improv Other	(GEN) vement Fund (CAP)	Grant Fund	d (GRT) Federal % State % County %		
In the cash available for	r the full amount of the co	ntract?	Yes	No	
	re a future borrowing?		Yes	No	
Has the County Legisla	iture approved the borrow	ing?	Yes _	No	N/A
Has NIFA approved the	e borrowing for this contra	act?	Yes	No	N/A
5. Provide a brief de	escription (4 to 5 sente	nces) of the item	for which this a	pproval is req	uested:
the County Attorney, or his	representation of the County and/or s s designee, within the areas of law in late, Casualty, Construction Litigation ommencement of this agreement, Co	Which the Department has Employment Insurance	Federal Civil Rights Section	n 1983, Mediation, Me	edical Maioractice,
6. Has the item req	uested herein followed	l all proper proc	edures and there	eby approved	by the:
Nassau County Atto Nassau County Cor	orney as to form nmittee and/or Legislatur	e Yes Yes	No	N/A N/A	
Date of approval	l(s) and citation to the	resolution wher	e approval for th	is item was p	rovided:
r Identify all contr	acts (with dollar amou	nts) with this or	an affiliated par	rty within the	prior 12 months
,. Identify an contr	The state of the s				

#### 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.

hoseann		
Signature	Title	Date
D !		
Print Name		
	COMPTROLLER'S	OFFICE
To the best of my know conformance with the N Multi-Year Financial Pl	Vassau County Approved Budget ar	rmation listed is true and accurate and is in ad not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumber	red pending NIFA approval of this contract.
If this is a capital project I certify that the beautiful Budget is available	onding for this contract has been appr	oved by NIFA. t the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	ed by NIFA:	
Amount being approve		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.

#### RULES RESOLUTION NO. - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C.

WHEREAS, the County has negotiated a personal services agreement with Leahey & Johnson, P.C. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Leahey & Johnson, P.C. George Maragos Comptroller



### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

and amendments.
CONTRACTOR NAME: Leahey & Johnson, P.C. (CQAT16000016)
CONTRACTOR ADDRESS: 120 Wall Street, New York, NY 10005
FEDERAL TAX ID #: <u>132943775</u>
<u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.
I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II.   The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III.   This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
X B. A Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law<sub>2</sub>Section 119-0, the department is purchasing the services

required through an inter-municipal agreement.

VI. 

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

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

VII. 

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

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

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

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

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

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

Department Head Signature

Date

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



### COUNTY OF NASSAU

### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (I years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of the	Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
2. VERIFICATION: This section must Vendor authorized as a signatory of the f	be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
The undersigned affirms and so swears t statements and they are, to his/her know	hat he/she has read and understood the foregoing ledge, true and accurate.
The undersigned further certifies and affidentified above were made freely and we benefit or in exchange for any benefit or	irms that the contribution(s) to the campaign committees rithout duress, threat or any promise of a governmental remuneration.
Dated: Decemb 6 2016	Vendor: LEAHEY + JOIHWW P. C. Signed: Pat TO
	Print Name: PETER J. JOITHEON
	Title: PREIDENT

### 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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1.	Principal Name PETER TOMES TO HOUSON JR
	Date of birth
	Home address
	City/state/zip
	Business address 120 NAII STREET
	City/state/zip <u>NUCNUIDOS</u>
	Telephone 212-269-7308
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President//
	Chairman of Board// Shareholder/_/
	Chief Exec. Officer / / Secretary / /
	Chief Financial Officer / / Partner / /
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  NO YES if Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES; If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO YES If Yes, provide details.

### PQF (02/2016)

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 Section	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 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?  NO YES If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO YES If Yes, provide details for each such instance.
	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? NO _/ YES If Yes, provide details for each such instance.
	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? NO YES If Yes, provide details for each such instance.
	portior initiate proces respor	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings of more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed is to the questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? NO YES If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? NO YÉS If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? NO YES If Yes, provide details for each such charge.
	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? NO YES If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO YES If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  NO YES If Yes, provide details for each such occurrence.

#### PQF (02/2016)

- 9. 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? NO YES \_\_\_\_\_ If Yes, provide details for each such investigation.
- 10. 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 apti-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? NO YES \_\_\_\_ If Yes;
- 11. 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? NO YES \_\_\_\_ If Yes; provide details for each such instance.
- 12. 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? NO YES \_\_\_\_ If Yes, provide details for each such year.

#### 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 / day of MARCH 2016

Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

Name of submitting business

Print-name

Signaturje

Title

### Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: 3-21-16 1) Bidder's/Proposer's Legal Name: LEAhE4 + Volth LON 2) Address of Place of Business: 120 Wall STREET List all other business addresses used within last five years: LL LERBY STREET NINC Mailing Address (if different): Phone: 212 269-7308 Does the business own or rent its facilities? ROTT 4) Dun and Bradstreet number:\_\_\_\_\_ 5) Federal I.D. Number: 6) The bidder/proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_\_ Corporation \_\_\_ Other (Describe) \_\_\_ Profession \_\_\_ Color Lab Later 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No \_\_\_ If Yes, please provide details: \_\_\_\_ 8) Does this business control one or more other businesses? Yes \_\_ No\_\_\_If Yes, please provide 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No \_\_/ If Yes, provide details.\_\_\_\_\_ 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No\_\_\_If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

BHF (02/2016)

11) Has the If Yes, s	bidder/proposer, during the past seven years, been declared bankrupt? Yes Nostate date, court jurisdiction, amount of liabilities and amount of assets
federal, owner a civil anti- such inv	ast five years, has this business and/or any of its owners and/or officers and/or any affiliated s, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any nd/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business.  No If Yes, provide details for each such investigation
federal, s of an affi but not li individua	ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that list position at or relationship to an affiliated business. Yes No _/ If Yes, provide or each such investigation.
pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges it to events that allegedly occurred during the time of employment by the submitting, and allegedly related to the conduct of that business:  a) Any felony charge pending? No   Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge
	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? No Yes If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No Yes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? NoYes If Yes, provide details for each such

1.20/

	occurrence.
to any p	ast (5) years, has this business or any of its owners or officers, or any other affiliated is had any sanction imposed as a result of judicial or administrative proceedings with respect rofessional license held? No; If Yes, provide details for each such
and sew	past (5) tax years, has this business falled to file any required tax returns or falled to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er charges? NoYes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire
-FFF	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
a)	
	(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.
	(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.
	(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 CONFLECTOR DATES - LADIT
b)	Please describe 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 UNDOWN THE ENVIRONDENT CHECK WITH REDARD TO EVERLY
	IF THORE IS A CONFLICT OF INTEREST,

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

Should the bidder/proposer be other than an individual, the bid/proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company ROBERT MODNEY - ARROWPOINT CARSTA
Contact Person
Address 3600 ARCO CORPORATE DRAVE
City/State ChARlo THE, N.C. 28273
Telephone 7045222805
Fax #
E-Mail Address bob, MOONEL @ ARRON POINTLAP. COM

Company BARNES + NOBLE
Contact Person STIEVE ROBINTO
Address 122 FIFM AVA-UE
City/State
City/State
Fax#
E-Mail Address S RObILOTTO ED DN. COM
Company CADOLER MUMAI BLOWP
Contact Person TONY Mc LANY h Jou
Contact Person TONY MCLANTHIN  Address 10843 OLD MILL ROAD
Contact Person TOM MCLANIND  Address 10843 OLD MILL ROAD  City/State OMAHA NERRASHA

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

MARCH 21,2016

(212) 269-7308 FACSIMILE (212) 422-4751

A) RESPONSES

120 Wall Street, New York, N.Y. 10005

i) 1953

ii) PETER JMEI JOHNSON JR. 111) SAME AS 11)

IV) NENGOKKSTATE

V) 40-50 (VAKIES)

VI) PROTECTED 6-7 METHON DOLLARS

viii) N.A,

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this A day of MARCA	20 <u>//,</u>
Cruf JA Notary Public	ANTHONY ZITO  NOTARY PUBLIC-STATE OF NEW YORK  No. 01ZI6209072  Qualified in New York County  My Commission Expires July 13, 2017
Name of submitting business: LEAGE +	
By: PETR J. OOTHING OR Prame TO	_ Print
Signature Prendut	· <del>······</del>
Title 3 / 2/ / / b Date	<del></del>

### COUNTY OF NASSAU

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

Ι.	Name of the Entity: LEANEY + JOHNSON, P
	Name of the Entity: LEAKEY + JOHNSON P.C.  Address: 120 NAII STREET MC NY 1000
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business: Public Corp Partnership Ising Management
	Ltd. Liability Co Closely Held Corp PROFESSIDAM Other (specify)  List names and addresses of all principals that it is the second of the control of the cont
4. Direct of Join sheets	List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties of limited liability companies (attach additional if necessary):
<u> </u>	PETOR JOHNSON DR,
	LEAMENT TOMUON
<del></del>	120 Nall ST
	MC Ny 10005
5, shareho held Co	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly proporation, include a copy of the 10K in lieu of completing this section.
	LEANELL + TO HWS NOI
	120 WALL ST NYK NY 10005

all affiliated and related companies and their relationship to the firm entered on linguage of the contract. Attach a separate disclosure form for each affiliated or empany that may take part in the performance of this contract. Such disclosure she include affiliated or subsidiary companies not previously disclosed that participal mance of the contract.
NONE
Il lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained, designated by any client to influence - or promote a matter before - Nassau Count boards, commissions, department heads, legislators or committees, including but ropen Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement of subject to County regulation, procurements. The term "lobbyist" does not include irector, trustee, employee, counsel or agent of the County of Nassau, or State of hen discharging his or her official duties.
Name, title, business address and telephone number of lobbyist(s):
NONE
, (t)

description of lobbying activities.	tivity of each lobbyist. See below for a complete
$\sim$ $\sim$ $\sim$	14
·	
(c) List whether and where Nassau County, New York State):	re the person/organization is registered as a lobbyist (e.g.,
	7
3. VERIFICATION: This section contractor or Vendor authorized as a s	n must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts
The undersigned affirms and so swears tatements and they are, to his/her kno	rs that he/she has read and understood the foregoing owledge, true and accurate.
Dated: May AP 2016	Signed: PS VII R
	Print Name: PETER J. JOHNSON

#### Page 4 of 4

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.

Leahey & Johnson, P. C.
Attorneys at Law

(212) 269-7308 Facsimile (212) 422-4751

120 Wall Street, New York, New York 10005

March 21, 2016

Re: Leahey & Johnson, P.C.

Dear

Leahey & Johnson, P.C. ("the Firm"), is a preeminent law firm in New York City that provides defense litigation services to major insurers, third party administrators, national and local companies and municipalities in State and Federal courts throughout New York City, Long Island, and lower New York State. The Firm has been acknowledged by Martindale Hubbell's highest "AV" Rating and in the Bar Register of Pre-eminent Lawyers and Law Firms, and the New York Super Lawyers and Best Lawyers in America designation for many years.

The Firm was founded sixty-two years ago by the late Joseph M. Leahey, a former Justice of the New York State Supreme Court, and Peter James Johnson, Esq., nationally known for his trial tactics and litigation expertise in defending all types of tort litigation. Mr. Johnson was recognized by the <a href="New York Law Journal">New York City trial bar</a>. He created a culture of winning litigation through careful preparation at the Firm that he passed on to its current generation of leadership.

Peter James Johnson, Jr. is the Firm's President, and has held that position for about half of the Firm's existence. An "AV" rated graduate of Columbia College and Columbia University's School of Law, he is a noted appellate and trial lawyer recognized by Super Lawyers and others as one of the New York area's "go-to" lawyers in high-profile complex and challenging matters. Peter has lectured at the Practicing Law Institute, for Appellate Division law assistants, for the Committee on Character and Fitness, for the Office of the Nassau County Attorney, and other fora on trial and appellate practice. He is a member of the Governor's Judicial Screening Committee for

the Second Department and is Chairman of the Committee on Character and Fitness, Appellate Division, First Department where he is responsible for the admission of new attorneys. He was also recently appointed by the Chief Judge to a commission on reforming attorney discipline in New York.

Members of the firm include successful trial lawyers <u>Chris Clarke</u> and Michael Dempsey, each recruited and trained by the Johnsons; and <u>Jim Tenney</u> and <u>Joanne Filiberti</u> who are master appellate and complex litigation practitioners. The members of the firm have each learned their craft at the firm, which has developed and trained some of the strongest and most resourceful litigators in New York. From its newest associate to its most experienced member, the Firm inculcates an ethic of hard work and boundless creativity, and emphasizes the necessity of success for our clients in all our efforts. The Firm is a leader in defending tort claims, and has developed and refined strategies to evaluation and defend such claims effectively and successfully.

We have an active litigation practice in both New York State and Federal Courts. The Firm possesses unique expertise and an unparalleled record of success in trials and appeals of diverse tort matters, including:

- Automobile, Trucking & Bus Liability
- Construction Site & Labor Law Liability (Insurance and Reinsurance Matters)
- Mass Casualty Torts
  - Fire & Catastrophe Litigation
- Products Liability
- School, Daycare & Afterschool Program Liability
- Entertainment Industry Liability
- Premises Liability
  - Bar, Restaurant & Entertainment Venue Liability
  - Residential Owner Liability
  - Commercial Property Owner Liablity
- Defamation
- Civil Liability for Sexual Assault & Other Criminal Assault
- Employment Liability
- Civic & Municipal Liability
  - Civil Rights and Constitutional Violations
- Church, Cemetery, Not-for-Profit & Synagogue Liability
- Toxic Torts
- Auto Dealership Liability
- Corporate Liability

The firm has had equal success in complex commercial and corporate litigation involving contracts, real estate transactions and partnership disputes.

A partial list of clients who have been served by the Firm includes, but is not limited to:

- Academy Bus
- Allstate Insurance Company
- AlfaParf SRL
- Archdiocese of New York
- AIG/Chartis
- Arrowpoint Capital
- Baldor Specialty Foods
- Brown Stove
- Catholic Mutual Group
- Crawford & Company
- Coleman Camping
- Crosman Arms
- CNA
- C.V. Starr
- Empire City Subway
- First Alert
- Forest City Ratner
- Fox News Channel
- Gallagher Bassett
- Group Council Mutual Insurance Company
- Group One Auto Sales
- Medical Liability Mutual Insurance Company
- Medical Malpractice Insurance Association
- Nassau County, New York
- New York Downtown Hospital
- News Corporation
- Twenty-First Century Fox
- New York City Housing Authority
- New York Post
- New York State Insurance Fund
- New York State Insurance Department
- New York State Liquidation Bureau
- New York State Senate
- Praxair
- Revion
- Royal-Sun Alliance Insurance

- Royal Canada
- RSUI
- Russell Corporation
- Sedgwick
- Starwood Hotels
- Sunbeam
- Donald Trump and The Trump Organization
- Turner Construction
- The City of New York
- U.S. Adjustment Bureau
- Verizon

The Firm has been successful in such traditionally "high risk" and "high exposure" areas in and around New York City, including the New York State Court of Claims, Bronx and Kings Counties, Nassau County, Suffolk County, the Hudson Valley as well as the Eastern and Southern Districts of the Federal Court, the four Appellate Divisions of New York State, the New York State Court of Appeals, and Federal Circuit Courts of Appeal. The Firm has also been called in to appear in other state and federal courts from New Jersey to Michigan.

The Firm has successfully litigated, tried, appealed, arbitrated and mediated literally thousands of cases in the New York Metropolitan area. We pride ourselves on meticulous attention devoted to each of our matters, and our strong record of advocacy is based on careful preparation coupled with constant communication with the client.

To implement this philosophy, the Firm has instituted a system of "Litigation Units" to ensure the flawless handling of each file within our control – from answer to trial. Each litigation unit is headed by a master trial or appellate lawyer and staffed by associate trial lawyers responsible for a designated group of matters. Each unit leader is charged with the task of daily supervision of his/her unit members and the chairing of a weekly session with those members in preparation for ongoing and upcoming matters. Additionally, the unit leader meets on a bi-weekly basis with other litigation unit leaders at a roundtable chaired by the firm's managing member and founder.

During the course of trials, each trial lawyer confers with his/her team leader and Mr. Johnson throughout and after court sessions. The careful preparation of lawsuits long before the trial of the action, early evaluation with the participation of the client, combined with the free exchange of strategies and solutions between the firm's trial lawyers and clients and their representatives has resulted in the firm's unprecedented success in the State and Federal trial courts and has established the Firm's pre-eminent position in the New York metropolitan area.

We enjoy an excellent relationship with the Judiciary at the State and Federal levels. Our involvement in bar associations and Court appointed Judicial selection panels, gives us an opportunity to have a mutually respectful relationship with the Judicial community.

The Firm's deserved recognition for having experienced and sophisticated litigators enables us to provide our clients an important advantage. New York's plaintiffs' bar who regularly bring tort claims know we are fully prepared to try these lawsuits to conclusion in State and Federal courts. This allows us to settle claims expeditiously and favorably.

Our members and senior associates have an expansive resume of bringing to favorable verdict and resolution significant and complex cases. The Firm has posted a record of success in defending so-called "full liability" and "absolute liability" cases. As the result of its emphasis on skillful presentation of engineering, physics, medical, economic, accounting and forensic evidence, the Firm has saved clients literally many millions of dollars.

One key to the Firm's success is constant preparation. The Firm is literally open for client meetings seven days a week. On weekends, the Firm's attorneys often gather in its conference rooms for symposia on such diverse topics as trial practice and technique, jury selection, cross-examination and use of expert witnesses. Additionally, prominent experts from the fields of medicine, engineering, economics, physics, chemistry and accounting valuation deliver lectures and answer questions from the staff.

Following is a discussion of some of the areas where we have extensive experience in defending the interests of insurers, insureds and self-insureds:

## I. Automobile, Trucking & Bus Liability

The Firm has decades of experience in defending insurance companies and individuals in thousands of lawsuits resulting from motor vehicle accidents involving private vehicles, commercial vehicles, common carriers, bicycles and pedestrians, and brought pursuant to the New York State Vehicle and Traffic Law, Insurance Law and common law tort. The Firm is experienced in all facets of automobile litigation, such as: Automobile Accident Claims (including PIP, UM and UIM), Commercial Vehicle Claims, and Truck/Motor Carrier liability

## A. Representative Automobile Accident Verdicts and Settlements

- Achieved numerous awards for summary judgment as well as defense verdicts
  on the issue of liability in cases involving lefts turns, rear-end collisions, head-on
  collisions, pedestrian knock-downs, motorcycle and bicycle accidents.
- Awarded a unanimous defense verdict at trial on liability involving a head-on collision occurring between our client, driver of a motor vehicle that allegedly crossed the double yellow line, and a motorcycle. Plaintiff motorcyclist demanded \$100,000 to settle before trial alleging multiple serious injuries, including a fractured clavicle and shoulder impingement.

- Achieved numerous defense verdicts at a damages only trials after the plaintiffs were awarded summary judgment on liability as well as summary judgment awards on "serious injury", where the documentary evidence and party and medical expert testimony demonstrated that the plaintiffs failed to meet the New York State "serious injury" threshold.
- Achieved a jury verdict on liability finding each party 50% liable for the
  intersection collision. At the trial on damages, where the plaintiff underwent two
  back surgeries involving internal fixation of the cervical spine, achieved a jury
  verdict of \$45,000, significantly below the standard award and a fraction of the
  plaintiff's demand for \$9 million.
- Achieved a dismissal of all claims against our client, driver of the second car in a
  four car chain reaction rear-end collision accident, after three days of trial in
  federal court. The plaintiff sought \$85,000 in damages at trial alleging he
  sustained a shoulder fracture, cervical radiculopathy, ulnar neuropathy and
  brachial plexopathy as a result of the accident.

## B. Automobile Accident Appeals

- Won reversal of an order which denied our client's motion for summary judgment on the issue of liability and obtained dismissal of all claims and cross-claims in claim for wrongful death arising from auto accident. In this high-profile case involving criminal charges against four of the named defendants who brought claims against our client in an attempt to allay their liability, we successfully argued that the intervening criminal acts of the co-defendants were not foreseeable, and that our client did not engage in improper conduct. At the trial against the remaining defendants.
- Successfully defeated the plaintiff's appeal of the order vacating the default judgment against our client and dismissing the Complaint in its entirety. Demonstrated to the motion court and the appellate court that the building where our client, who was living with the plaintiff at the time, had allegedly been served had been continuously vacant for over two years and that process could not have been effected at the address specified in the affidavit of service.

## C. Commercial Vehicle & Truck Accident Verdicts and Settlements

- Obtained summary judgment on liability showing that our client, a nationally recognized utility provider, properly parked its service truck in the co-defendant construction company's work site while performing emergency repairs, and was not a proximate cause of the motor vehicle accident. Successfully achieved dismissal of all claims and cross-claims against our client in this matter where the plaintiff underwent back surgery as a result of the auto accident near the construction site.
- Represented major metropolitan newspaper in claim for wrongful death after the plaintiff's decedent ran a red light on a motorized bicycle and collided with the

side of the newspaper's delivery truck at high speed. The decedent, who was 16 years old at the time of the alleged incident, was in a coma for several months before dying from injuries allegedly sustained in the accident.

## D. Commercial Vehicle & Truck Accident Appeals

- Successfully appealed an order of the lower court which denied a nationally known utility company's motion for summary judgment on liability. On reversal, the appellate court ruled that utility's commercial truck, legally parked at a corner of a "T" intersection, was not obstructing the view of those entering the intersection. If the Firm had not been successful on appeal, our client was facing trial and a potential verdict in favor of the plaintiff of up to \$750,000 for serious injuries, including a cardiac incident, resulting from the accident.

## E. Transportation, Vehicle & Bus Accident Verdicts and Settlements

- Represented major metropolitan area bus company in claim for quadriplegia after fire on bus and the ensuing panic caused the plaintiff to be ejected from bus front door while the bus was traveling 65 mph on major highway. Impleader of bus manufacturer caused modest settlement for our client.
- Represented major bus company in multiple serious injury claims by passengers after driver allegedly fell asleep at the wheel and bus left the roadway and flipped over.
- Represented bus company and driver in multiple serious injury and wrongful death claims by passengers resulting when the bus driver allegedly lost control of the vehicle and went off the road. Alternate causation theory caused early settlement below reserve.

## F. Transportation, Vehicle & Bus Accident Appeals

- Won reversal of an order denying the bus company's motion for summary judgment on the issue of "serious injury." Successfully argued to the Appellate Division that the plaintiffs failed to proffer competent medical evidence of their alleged limitations in range of motion to raise a question of fact in opposition to our client's bus company's *prima facie* showing of entitlement to summary judgment.
- Represented ambulette service on appeal of a jury verdict in favor of defendant showing that the verdict was not against the weight of the evidence. Successfully argued that the ten passenger ambulette experienced an electrical malfunction stranding the vehicle in the center lane of a three lane highway, that the driver immediately and properly set-up warning and safety devices to alert oncoming traffic of the stalled ambulette, and that the plaintiff's negligence was the sole proximate cause of the rear-end collision.

### II. Construction Site & Labor Law Liability

The Firm's attorneys have decades of experience defending "absolute" liability and Industrial Code violation claims arising from construction site accidents. The Firm has had success in obtaining defense and indemnification for our clients through tender demands and litigation. We have also successfully won defenses on damages where many other firms admit defeat. The Firm also has decades of experience in representing excess insurers in oversight of personal injury and wrongful death claims arising from construction site accidents to ensure the matters settle within the primary policy limits.

### A. Verdicts & Settlements

- Dismissal of high exposure paraplegia claim in Labor Law action based on sole proximate cause defense against the plaintiff.
- Successfully achieved by court order and negotiation countless tenders of defense and indemnification on behalf of property owners.
- Represented internationally known construction company in various construction site accident litigations.
- Achieved settlement of personal injury action alleging catastrophic, traumatic brain injury against our client, the general contractor of roadside construction project, where construction barriers allegedly blocked the view of the driver and pedestrian involved in a pedestrian knock-down accident.
- Successfully achieved dismissal of the plaintiff's Labor Law § 240(1) claim by demonstrating the plaintiff was not engaged in a height-related activity at the time of the partial amputation of the plaintiff's forearm by a falling fire escape ladder.
- Successfully moved in limine after opening statements to preclude the plaintiff's MRI films and expert testimony on the issue of causation, providing the foundation for a successful motion for a directed verdict dismissing the plaintiff's Complaint in its entirety. Ultimately achieved a settlement far below the standard.

### B. Appeals

- Achieved affirmance of summary judgment order dismissing the plaintiff's claims pursuant to Labor Law §§ 200, 240(1) and 241(6). Successfully argued that the owner of a two-family home retained nothing more than a limited power of general supervision and did not supervise or control the plaintiff or the means and methods of his work.

### III. Mass Casualty Torts

The Firm has experience representing well-known entities in the defense of wrongful death claims arising from catastrophic events that have gained nation-wide attention and news following.

- Represented furniture manufacturers with regard to 87 wrongful death claims resulting from inhalation of toxic and fatal fumes allegedly released by the product. Achieved a nominal settlement for our client, less than the cost of defense, in one of the most dangerous venues for defendants (Bronx County).
- Represented nationally known distributors and importers of firearms in successive federal court class actions for negligent distribution of firearms resulting in deaths and personal injury. Achieved discontinuances for our client.
- Represented a nationally known compressed gas manufacturer in State criminal investigation, wrongful death, personal injury and class action lawsuits for business interruption following a massive explosion and fire at a chemical analytical lab resulting in multiple deaths and injuries.

### IV. Products Liability

The Firm's attorneys have successfully defended product manufacturers, distributors and dealers in a variety of products liability claims, achieving excellent results for its clients through aggressive and persistent discovery, investigation, and expert retention.

### A. Verdicts & Settlements

- Represented one of the nation's largest auto dealerships in a claim regarding the dealership's alleged negligent installation of a component part resulting in the allegedly uncontrolled acceleration of a vehicle causing multiple serious and catastrophic injuries.
- Successfully represented a national leader and manufacturer of carbon monoxide detectors in multiple wrongful death actions arising from an incident at a Long Island home in which a family died.
- Represented a nationally known camping equipment company in various claims arising from the alleged negligent manufacture of lanterns, air pellet guns, gas tanks, gas and propane powered grills, water skis, electric blankets, and coffee makers.
- Represented a national distributor and formulator of commercial air conditioner coolant in a series of product liability actions in State and Federal courts involving property damage allegedly emanating from use of our client's product.
   Successfully shifted liability to others paying only modest settlements.

- Represented a national chain of vehicle repair shops in claims arising from the alleged negligent installation of brakes resulting in violent deaths of Hudson Valley teacher and politician.
- Represented a national manufacturer of stoves in a succession of residential tip over cases resulting in catastrophic injury.
- Represented a nationally known apparel company in catastrophic infant burn case involving ignition of sweatshirt during the lighting of a menorah.
- Represented manufacturer of New York City bus shelters sued by school teacher whose leg was amputated by the glass used in the bus shelter, which acted as a guillotine after it was struck by an automobile. Achieved dismissal of the Complaint based on the plaintiff's failure to serve proper Bill of Particulars.
- Achieved summary judgment on behalf of a Michigan based manufacturer of spray-paint hoses in personal injury action alleging negligent manufacture of component parts after diligent investigation resulted the successful impleader of the correct manufacturer.
- Represented international manufacturer of beauty products in action claiming the
  plaintiff was injured by a defective glass vial used to package hair products.
  Successfully obtained jurisdiction over foreign manufacturer and foreign
  distributers of the glass vial pursuant to the Hague Convention.
- Obtained summary judgment on behalf of garage owner in wrongful death action. Demonstrated through impleader of the manufacturer of the "man lift" that the plaintiff was using, that the "man lift" had malfunctioned causing plaintiff's decedent to be crushed to death. Successfully argued that the decedent was a "special employee" at the time of the accident and thus the garage owner was entitled to rely upon the Worker's Compensation exclusion.

### B. Appeals

Took over representation of a regional food distributor whose answer was struck in catastrophic e coli personal injury matter. Achieved excellent victory on appeal setting new precedent regarding the continued existence of crossclaims after the crossclaiming party's answer was struck and as to the plaintiff's failure to provide responses in Bill of Particulars. Also, successfully defeated appeal by impleaded food manufacturer and grocery store for product liability.

### V. School, Daycare & Afterschool Program Liability

The Firm and its attorneys have decades of experience defending against claims arising out of playground accidents, claims of negligent supervision, and claims of negligent hiring, retention and training of school staff.

#### A. Dismissals & Verdicts

- Achieved dismissal of claim for personal injuries by infant plaintiff who suffered a
  broken leg while playing football during recess on the school's parking lot which
  was also used as the playground for the students when weather permitted.
- Represent high school and its administration and athletic coaches against claims
  of bullying and hazing.
- Achieved summary judgment on behalf of school in personal injury action where court determined the student's sudden and unexpected act could not have been prevented by any greater supervision.

#### B. Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of the school demonstrating that the security provided by the school was sufficient.
- Successfully achieved affirmance of lower court order dismissing the plaintiff's Complaint where the infant-plaintiff's own testimony demonstrated no additional supervision could have prevented the alleged injury.
- Successfully appealed order granting the plaintiffs' motion to compel discovery and denying our client's cross-motion for a protective order. Achieved unanimous reversal of the lower court's order demonstrating that the reports sought by the plaintiffs were prepared in anticipation of litigation, and that the plaintiffs failed to show that they had a substantial need of the materials and were unable without undue hardship to obtain the substantial equivalent of the materials by other means.

## VI. Entertainment Industry Liability

The Firm has successfully taken on the defense of high-profile individuals and venues in claims arising from diverse areas of tort and contract law.

- Represented internationally known music group in claim alleging wrongful death because of heroin allegedly being provided by the music group to one if its members who died of an overdose.
- Represented promoters of a concert that resulted in stampede causing multiple deaths and injuries. Successfully negotiated settlement.
- Represented well-known New York City nightclub and proprietor in action for defamation brought by former heavyweight boxing champion resulting in dismissal.

## VII. Premises Liability

The Firm and its attorneys have decades of experience defending claims against the owners of entertainment venues, residential properties, commercial properties, and retail properties. Our attorneys have had repeated success at trial and on appeal defending claims for premises liability through the diligent and focused attention to detail during discovery, retaining experienced investigators, and renowned experts on liability and damages.

# A. Bar, Restaurant & Entertainment Venues Verdicts & Settlements

- Successfully represented multiple New York City nightclubs, restaurants and bars in wrongful death, assault and sexual assault claims.
- Represented excess insurer of large state-owned football stadium in catastrophic personal injury claim resulting in quadriplegia of a child based on allegation of negligent sale of beer to a patron who subsequently drove drunk.
- Represented a well-known nightclub in a claim by the plaintiff that he sustained a skull fracture when a nightclub security guard beat the plaintiff's head against the floor after the plaintiff pulled a box-cutter during a melee at the nightclub. Successfully achieved a directed verdict at trial in favor of the nightclub upon a showing that the security guard was not a special employee of the nightclub.
- Represented well-known New York City restaurant and nightclub in action for multiple personal injury and wrongful death claims due to carbon monoxide poisoning. Achieved summary judgment on indemnification claims alleging grave injury for the personal injury plaintiffs. In addition, aggressive discovery on damages successfully resulted in a nominal settlement.
- Represented catering hall in action for wrongful death and personal injuries based on the Dram Shop Act where the plaintiffs alleged the catering hall overserved a guest at a wedding and allowed him to drive afterward resulting in a head-on collision with the plaintiffs' vehicle. Hard fought discovery and litigation, including multiple third-party actions resulted in a reasonable settlement.

## B. Bar, Restaurant & Entertainment Venues Appeals

 Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of our client's nightclub arguing that the nightclub could not be held liable for the spontaneous, unforeseen and unexpected criminal assault by one patron of another patron.

### C. Residential Owner Liability

 In a standard-setting case of first impression, successfully limited the liability of a condominium owner in a catastrophic personal injury action arising from a rooftop fence collapsing from a common area and striking a pedestrian in the street.

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- Succeeded in obtaining a defense verdict in wrongful death action arising from a fall down stairs of a residential home.
- Successfully represent the largest residential landlord in New York City in most dangerous jury venues on multiple summary judgment and dismissals based on claims regarding notice or creation of an alleged condition; insufficient security; sexual assaults by employees or third-parties; murders and assaults of children and elderly; dog bites; negligent maintenance of playgrounds, walkways, stairways, roofs, elevators, radiators/heating systems, smoke detectors; discretionary governmental judgment; negligent hiring, retention, training, and supervision of employees; as well as claims for contractual and common law defense and indemnification against third-parties.
- Successfully achieved summary judgment and dismissal of claim against residential landlord alleging premature birth and various personal injuries were the result of the plaintiff having to take the stairs to her 12th floor apartment every night for approximately two months due to non-functioning elevators in the residential building.
- Won summary judgment and dismissal of all claims against municipal landlord alleging shooting death of the plaintiff's decedent was the result of insufficient security at the premises. Successfully argued that the municipal landlord provided reasonable security measures and that the plaintiff could only offer speculation and conjecture as to how the unidentified assailant gained access to the premises.
- Achieved dismissal of all claims against municipal landlord alleging negligent maintenance of the heating system and failure to insulate heating pipes in the plaintiff's apartment resulted in catastrophic burns to the infant-plaintiff. Successfully argued that the heating system, including all steam pipes and radiators, was in compliance with the applicable Building Code and that the municipal landlord did not breach any duty to the plaintiffs.
- Succeeded in winning summary judgment in favor of the municipal landlord dismissing claim alleging negligent security at the building resulted in the stabbing of the plaintiff. Successfully argued that the plaintiff was the victim of a targeted assault and that the security provided by the municipal landlord was reasonable.

## D. Commercial Property Owner Liability

- Successfully achieved dismissal and nominal settlement of multiple matters involving escalators, elevators and stairs at municipal buildings, large retail establishments, and commercial buildings on behalf of out-of-possession landowners.
- Achieved dismissal of a case of first impression against a large commercial building for catastrophic psychiatric claims involving committal and permanent disability as a result of bedbug bites.

- Represented the owner of a commercial factory in Queens, New York that burned to the ground. Several tenants of the factory brought claims against the owner for failing to have a working sprinkler system in the building as required by the New York City Building Code. Achieved settlement for a fraction of the claimed damages.
- Achieved summary judgment, discontinuance and settlement of various claims for personal injuries at retail locations throughout New York State on behalf of nationally known booksellers.

#### E. Commercial Property Owner Liability Appeals

- After a jury verdict of \$2.2 million in favor of the plaintiff and holding our client' 40% liable for damages, successfully appealed and achieved reversal of an interlocutory lower court order and obtained dismissal of all claims against our client.

#### VIII. Defamation

 Represented nationally known bookseller and media company in federal litigation claiming defamation, achieved dismissal of the complaint before discovery.

### IX. Civil Liability for Sexual Assault & Other Criminal Assault

The Firm has successfully defended its clients against catastrophic claims for personal injuries and wrongful death arising from claims of sexual and criminal assault. The Firm has cultivated relationships with experts in the fields of forsenic pathology, criminal profiling, and psychology to defend these claims.

- Represented defendant in a claim of negligent oversight of a foster care program.
- Represented municipal authority in claims for personal alleging sexual abuse and rape of children and women by employees of the authority; and in claims for personal injuries and wrongful death as a result of robberies, homicides/targeted attacks in residential buildings.

### X. Employment Law

The Firm understands its clients' need for discretion and the sensitive nature of claims arising under this area of the law. The Firm's attorneys work closely with our clients to ensure the confidentiality of negotiations which often high-profile and high-level employees of nationally and internationally known entities.

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- Represented internationally known media and entertainment company in wrongful discharge, defamation and civil rights violations suit. Resulted in a confidential settlement.
- Represented cable television company in arbitration regarding various wrongful discharge claims by high level executive. Resulted in a confidential settlement.
- Represented New York State public authority in numerous sexual harassment claims by employees against co-workers.

#### XI. Civic & Municipal Liability

The Firm and its attorneys are experienced and successful in defending claims brought against local and State agencies, authorities and municipalities. The Firm's attorneys have experience defending against claims for constitutional and civil rights violations in the State and Federal Courts of New York State. Through cooperation and coordination with our clients, the Firm has achieved success in defending these claims.

#### A. Verdicts & Settlements

- Represented County in claim for State and Federal constitutional violations and state tort claims in wrongful death action arising from the County's use of deadly force. Achieved settlement before motion for summary judgment was decided.
- Represent County in defending claims alleging civil rights violations under the Federal and State Constitutions, violations of Federal and State statutory and common law, malicious prosecution, false imprisonment, wrongful death, assault and negligence.

#### B. Appeals

- Represented County in multimillion dollar contract dispute with State agency on bond and loan repayment.
- Represented New York State Senate in Court of Appeals challenge of New York State Constitution's speech and debate clause.

# XII. Church, Cemetery, Not-for-Profit & Synagogue Liability

The Firm understands the unique nature of the various religious organizations that exist throughout New York State, and its attorneys are experienced and well-versed in the First Amendment and the New York State Religious Corporations Law which gives each denomination the ability to follow its own precepts within the bounds of State and Federal law to regulated the denominations properties and employees and exercise self-determination. In addition, the Firm is experienced in representing not-for-profit organizations and the New York State Not-for-Profit Corporations Law.

#### A. Dismissals

- Achieved dismissal of claim by atheist organization against the church and church official involving the display of the World Trade Center steel beams in the form of a cross at the World Trade Center Memorial Museum.
- Successfully represented and achieved dismissals for Jewish and Catholic cemeteries in negligent burial claims by surviving family members.
- Successfully represented Union's board members in a dispute involving the creation of a not-for-profit foundation.
- Achieved dismissal on summary judgment on behalf of funeral home against claims for emotional distress and common law tampering with dead bodies through skillful narrowing of claims through a bill of particulars.
- Successfully defeated motion for class certification and achieved dismissal of RICO claims against funeral home for alleged co-mingling of ashes in cremation cases.

#### B. Appeals

- Successfully defeated plaintiffs' successive appeals to the New York State Appellate Division and Court of Appeals regarding the Archdiocese's interpretation of the New York State Religious Corporations Law and a Church's ability for self-determination.
- Achieved affirmance of the order dismissing the appellants' Article 78 petition. Successfully argued that the appellants were properly removed from their positions as directors, officers and/or members of the charitable fund and that the appellants lacked standing to commence the Article 78 proceeding on behalf of the charitable fund.

#### XIII. Toxic Torts

The Firm has experience with the ever-changing regulations regarding toxic torts arising from the use and continued exposure to asbestos, lead paint, and mold. The Firm has successfully defended against claims for personal and psychological injuries resulting from exposure to these substances through the use of expert medical and liability testimony by leaders in the field.

- Represented internationally known chain of private clubs in mold exposure case brought by internationally known design firm as a result of most cause by club's spa facility.
- Achieved dismissal of party in serious lead paint exposure claim involving injuries to multiple children.

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 Handling of multiple lead paint claims resulting in settlements far below local norms based on aggressive expert retention, investigation, and determination and impleader of prior tortfeasors.

## XIV. Auto Dealership Liability

The Firm has represented an internationally known auto dealership in all manner of tort and contract litigation including, but not limited to, repair, service and installation liability, showroom liability, fraudulent sale and resale of vehicles, and premises liability.

- Achieved dismissal of breach of contract claim against regional luxury car
  dealership based on allegation of failure to deliver a vehicle. Successfully
  counterclaimed and obtained a judgment against the plaintiff lessee for breach of
  contract and fraud involving the exporting of our client's vehicles in violation of
  the sale contract terms to lease vehicles solely within the United States.
- Represent dealership in multi-plaintiff personal injury litigation resulting when an
  co-defendant drove a vehicle that had sold and serviced by the dealership, into
  the first floor of a building that was hosting a holiday party. The co-defendant ran
  over approximately 20 people in that building.

#### XV. Corporate Liability

The Firm represents various corporate clients in regulatory matters.

- Represented international hotel chain in Attorney General claims for profiteering on room rates during the time of a national emergency.
- Represented a products manufacturer with various Attorney Generals on claims involving trailer heater fires.

The foregoing is just a sampling of the types of matters that the Firm has handled over its sixty year history. It is our goal to provide the highest level of legal expertise, accessibility, and responsiveness in litigation, trial, arbitration or mediation of claims.

Because the Firm has been intimately involved in the defense of tort claims for such a long period of time, we have excellent relationships with the pre-eminent experts in these fields, as well as private investigators who are retired from various police agencies throughout the state. This would include, *inter alia*, some of the pre-eminent experts in accident re-construction, fire safety, playground safety, retail liability, worksite safety, engineering, walkway safety, bio-mechanical engineering, vocational rehabilitation, life care planning, and economics.

After your review and analysis of this correspondence, we would welcome the opportunity to meet in person to discuss our Firm's ability and interest in representing you.

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In closing, I thank you for your kind courtesy and consideration of our law firm.

Very truly yours,

Peter James Johnson, Jr.

#### **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 the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

- 1. <u>Term</u>. This Agreement shall commence on August 1, 2016 and shall terminate on July 31, 2017, 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 four (4) additional one (1) year periods.
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("<u>Services</u>"). The areas of law in which the Department has determined Counsel to be qualified to represent the County are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00) ("<u>Maximum Amount</u>"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:

\$235.00

(ii) Associate:

\$235.00

(iii) Paralegal/Law Clerk:

\$85.00

- (2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.
  - (3) Partial Encumbrance. Counsel acknowledges that the County will partially

encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be Twenty-five Thousand Dollars (\$25,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

- (b) <u>Vouchers: Voucher Review, Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (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) <u>Timing of Payment Claims</u>. Counsel shall submit its claim 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) <u>Expenses and Disbursement</u>. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, in accordance with the Litigation Management Guidelines for Nassau County. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.
- (f) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. Counsel 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, Counsel 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) <u>Nassau County Living Wage Law.</u> 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, Counsel agrees as follows:
  - (i) Counsel 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. Counsel 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 Counsel 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) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - (b) Counsel shall deliver Services under this Agreement in a professional manner consistent

with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

- 9. <u>No Conflict Representation</u>. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- 10. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel 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 combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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) <u>Acceptability</u>; <u>Deductibles</u>; <u>Subcontractors</u>. All insurance obtained and maintained by Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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) <u>By Counsel</u>. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel delivering to the commissioner or other head of the Department (the "<u>Commissioner</u>"), 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 Counsel 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 Counsel'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 "<u>Applicable DCE</u>") on the same day that notice is given to the Commissioner.
- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
  - 14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. 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. <u>Work Performance Liability</u>. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel 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. <u>Notices</u>. 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

- (<u>iv</u>) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.
- 19. All Legal Provisions Decided 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 defined 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 pessible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperate limiting 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. <u>Section and Other Headings</u>. 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. <u>Administrative Service Charge.</u> Counsel agrees to may the County an administrative service charge of One Hundred Sixty Dodars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the form public formed in an 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 requisite County 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, it any portion of the funds for this Agreement are from the state and or fell or broadments to on beyond funds available to the County from the state and/or federal governments.
- (c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000. a) require the approval of the Nassan County Interim

County from the state and/or federal governments.

- (c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:
  - (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
  - (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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, Counsel and the County have executed this Agreement as of the Effective Date.

LEAHEY & JOHNSON P.C.
Ву:
Name: PATER J. JOHNS.
Title:
Date: An 15 2016
NASSAU COUNTY
Ву:
Name:
Title: County Executive
□ Deputy County Executive
Date·

PLEASE EXECUTE IN  $\underline{\mathsf{BLUE}}\,\mathsf{INK}$ 

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the 15 day of
NOTARY PUBLIC  STEVEN MARTIN  NOTARY PUBLIC, STATE OF NEW YORK  NO. 4992737  QUALIFIED IN NEW YORK COUNTY  COMMISSION EXPIRES MARCH 02, 20
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is a <b>County Executive of the County of Nassau</b> , the municipal corporation described herein and which executed the above instrument; and that he or she rises division described herein and
County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

#### Appendix A

Cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

- 1. Appellate
- 2. Casualty
- 3. Construction Litigation
- 4. Employment
- 5. Insurance
- 6. Federal Civil Rights Section 1983
- 7. Mediation
- 8. Medical Malpractice Law
- 9. Torts

The Department may qualify Counsel in additional areas of law.

#### 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.

- 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"), Counsel hereby certifies the following:

1.	The chief executive officer of Contractor is:
	PETAL, T. Polmson (Name)
	PETAL, T., TO/MION (Name)  120 MAII ST 22nd Floor (Address)  212269-7308 (Telephone Number)
	2/2/69-7308 (Telephone Number)
2.	The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3.	In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-

	the Contractor in connection with fedér	has not been commenced against or relating to ral, state, or local laws regulating payment of wages or al safety and health. If such a proceeding, action, or scribe below:
_		
5.	Contractor agrees to permit access to we County representatives for the purpose and investigating employee complaints	ork sites and relevant payroll records by authorized of monitoring compliance with the Living Wage Law of noncompliance.
It is tru	by certify that I have read the foregoing strue, correct and complete. Any statement s of the date stated below.	tatement and, to the best of my knowledge and belief, or representation made herein shall be accurate and
Dated	$\frac{1}{3} \cdot \frac{1}{3} \cdot \frac{2 \cdot p}{2 \cdot p} = \frac{1}{3}$	gnature of Chief Executive Officer
	Na	ume of Chief Executive Officer
15th	to before me this  day of August, 2016.  Slever Ment	
·	STEVEN MART	IN NEW YORK

NOTARY PUBLIC, STATE OF NEW YORK
NO. 4992737
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 02, 20

# NASSAU COUNTY LEGISLATURE 11th TERM MEETING AGENDA

# FINANCE COMMITTEE ADDENDUM

**JANUARY 9, 2017 1:00 PM** 

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Siela A. Bynoe – Ranking
Laura Curran
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
No. 3-17	AT	F, R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 9857/11; SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 9855/11; MCIMETRO ACCESS TRANSMISSION SERVICES LLC V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6104/11; VERIZON NEW YORK INC. V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6104/11; VERIZON NEW YORK INC. V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NOS. 6101/11, 8307/10, 8115/09, 7936/08, 6930/07, 5107/06, 5671/05, 5751/04, 6650/03; KEYSPAN GAS EAST CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NOS. 6098/11, 8198/10, 8112/09, 7894/08, 7213/07, 5920/06, 6549/05, 5844/04, 6601/03; NEW YORK WATER V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6948/11; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 5216/12; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8206/10; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8194/09; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 7893/08; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 7893/08; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6558/02; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6794/00; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6794/00; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V.
			THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 3-17(AT)
9-17	OMB	HE, F, R	ORDINANCE NO2017 ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 9-17(OMB)
10-17	PK	F, R	RESOLUTION NO2017 RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE HISTORICAL SOCIETY OF THE MERRICKS. 10-17 (PK)

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	$\mathbf{B}\mathbf{y}$	To	
11-17	PK	F, R	RESOLUTION NO2017
			RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT
			TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF
			OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE HOOD
			AFRICAN METHODIST EPISCOPAL ZION CHURCH. 11-17 (PK )

# NASSAU COUNTY LEGISLATURE 11th TERM MEETING AGENDA

# HEALTH AND SOCIAL SERVICES COMMITTEE ADDENDUM

**JANUARY 9, 2017 1:00 PM** 

Rose Marie Walker – Chairwoman
C. William Gaylor III – Vice Chairman
Laura Schaefer
James Kennedy
Delia DeRiggi-Whitton – Ranking
Siela A. Bynoe
Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed	Assigned	<u>Summary</u>
	By	To	
9-17	OMB	HE, F, R	ORDINANCE NO2017
			ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 9-17(OMB)

# NASSAU COUNTY LEGISLATURE

# 11th TERM MEETING AGENDA

# RULES COMMITTEE ADDENDUM

**JANUARY 9, 2017 1:00 PM** 

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Delia DeRiggi-Whitton Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item	Proposed	Assigned	Summary
No.	By	To	
615-16	CE	R	RESOLUTION NO2017
			A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF
			MARGARET MARTINEZ MALITO TO THE LONG ISLAND REGIONAL PLANNING
			COUNCIL. 615-16(CE)
616-16	CE	R	RESOLUTION NO2017
			A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF NANCY
			ENGELHARDT TO THE LONG ISLAND REGIONAL PLANNING COUNCIL. 616-16(CE)
			**ITEMS CONTINUED ON NEXT PAGE FOR THIS MEETING***

Clerk Item	Proposed	Assigned	Summary
No.	By	To	·
3-17	AT	F, R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND
			SETTLE THE CLAIM OF PLAINTIFFS, SUPERVISOR OF TOWN OF HEMPSTEAD V.
			NASSAU COUNTY, INDEX NO. 9857/11; SUPERVISOR OF TOWN OF HEMPSTEAD V.
			NASSAU COUNTY, INDEX NO. 9855/11; MCIMETRO ACCESS TRANSMISSION SERVICES
			LLC V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO.
			6104/11; VERIZON NEW YORK INC. V. SUPERVISOR OF TOWN OF HEMPSTEAD V.
			NASSAU COUNTY, INDEX NOS. 6101/11, 8307/10, 8115/09, 7936/08, 6930/07, 5107/06,
			5671/05, 5751/04, 6650/03; KEYSPAN GAS EAST CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO 6349/11; LONG ISLAND
			WATER CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU
			COUNTY, INDEX NOS. 6098/11, 8198/10, 8112/09, 7894/08, 7213/07, 5920/06, 6549/05,
			5844/04, 6601/03; NEW YORK WATER V. SUPERVISOR OF TOWN OF HEMPSTEAD V.
			NASSAU COUNTY, INDEX NO. 6348/11; NEW YORK WATER V. TOWN OF HEMPSTEAD
			V. NASSAU COUNTY, INDEX NO. 5216/12; NEW YORK WATER V. TOWN OF
			HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8206/10; NEW YORK WATER V. TOWN
			OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8194/09; NEW YORK WATER V.
			TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 7893/08; VERIZON V. TOWN
			OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6858/02; VERIZON V. TOWN OF
			HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6578/01; NEW YORK TELEPHONE V.
			TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6794/00; NEW YORK
			TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW
			YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO.
			12177/98; AND KEYSPAN GAS EAST V. TOWN OF NORTH HEMPSTEAD V. NASSAU
			COUNTY, INDEX NO. 8194/10, 5455/12, 6347/11, 8199/09, 7888/08, PURSUANT TO THE
			COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 3-17(AT)
9-17	OMB	HE, F, R	ORDINANCE NO2017
<b>7-1</b> /	OMB	ııı, f, K	ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN
			CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 9-17(OMB)
			CONNECTION WITH THE DELAKTIMENT OF SOCIAL SERVICES. 9-17(OMB)

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
10-17	PK	F, R	RESOLUTION NO2017
			RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT
			AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
			DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE HISTORICAL
			SOCIETY OF THE MERRICKS. 10-17 (PK)
11-17	PK	F, R	RESOLUTION NO2017
			RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU,
			ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS,
			AND THE HOOD AFRICAN METHODIST EPISCOPAL ZION CHURCH. 11-17 (PK )