1.
Contracts
Documents:

A-18-17 ADDITIONAL BACKUP 2 NCWEB.pdf
A-18-17 ADDITIONAL BACKUP NCWEB.pdf
A-18-17 NCWEB.pdf
B-10-17 NCWEB.pdf
E-170-17 NCWEB.pdf
E-171-17 NCWEB.pdf
E-172-17 NCWEB.pdf
E-173-17 NCWEB.pdf
E-175-17 NCWEB.pdf

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD COMMITTEE MEETINGS OF THE LEGISLATURE ON WEDNESDAY, SEPTEMBER 13, 2017 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, SEPTEMBER 25, 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.

FULL LEGISLATIVE SESSION ..... 1:00 PM

COMMITTEE	TIME
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: September 6, 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.

A-18-17
Additional Information 2

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No; N/A

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.

Vendor: The Sanborn Map Company, Inc.

Dated: September 7, 2017

Signed: Amy E. Kappel

Print Name: Amy E. Kappel

Title: Corporate Secretary

2017 SEP -7 P 12:43
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

A-18-17
Additional
BACKUP

Additional Information

Clerk Item: A-18-2017, Sanborn

The additional information is:

DMGT is a holding company whose principals are:

Paul Vogt - President & Secretary; and, Director and Gary Morris – Director.

&

Appendix A:

Updated Political Contribution Form

Submitted by:

Francis X. Becker Jr., Dir. Legislative Affairs

August 11, 2017

2017 AUG 11 P 12:20
NASSAU COUNTY
COMPTROLLER'S OFFICE

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Friends of Ed Mangano

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: 07/19/2017

Vendor: SVAM International, Inc.

Signed:

Print Name: Anil Kapoor

Title: President

Rev. 3-2016

Nassau County

A-18-17

Office of Purchasing

Staff Summary A-18-2017

Subject: Aerial Imaging & Detection (RQIT17000024)	Date: March 21, 2017
Department: Office of Purchasing	Vendor Name: The Sanborn Map Company, Inc.
Department Head Name: Eric C. Naughton	Contract Number A-18-2017
Department Head Signature	Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	7/11/17	Counsel to C.E.
	Budget	7/17/17	County Atty.
	Deputy C.E.	7/17/17	County Exec.

Narrative

Purpose: To purchase the services of The Sanborn Map Company, Inc. to perform a photographic flyover of the entire county, to provide oblique imagery of every parcel including change detection to be used in conjunction with the Nassau County GIS (Geographic Information System). Will be used by the Department of Assessment in property valuation analysis and as part of a computer assisted appraisal system. New York State Office of Real Property Services and Taxation (ORPTS) allows the use of digital image technology, specifically oblique imagery, to replace a routine physical inspection and qualify for a grant(s) for cyclical assessment assistance. In addition, it is expected that this technology will help increase the number of properties inspected yearly leading to greater tax revenues; this technology will also be used by other county agencies as a tool for information gathering, planning, training and response.

Discussion: The Sanborn Map Company, Inc. is the sole source vendor using unique techniques such as 3D change detection (highlighting physical changes and additions to properties), Open Licensing (allowing sharing and access by other county agencies), Industrial Standard Raster File Format and Aerial triangulation to develop their mapping. Previous contract was performed in 2015 under Rules Resolution 42-2015.

Impact on Funding: Project cost is Two Hundred Twenty-Two Thousand Forty-Four Dollars and Twenty-Seven Cents ($222,044.27) from general funds.

Recommendation: Purchasing recommends awarding a purchase order to The Sanborn Map Company, Inc. as the sole source vendor.

APPROVED: 4/14/17

2017 JUL 11 P 12:16

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-18-2017**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MARCH 28, 2017

SUBJECT: RESOLUTION–DEPARTMENT OF ASSESSMENT

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 TWENTY-TWO THOUSAND FORTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS ($222,044.27) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF ASSESSMENTS TO THE SANBORN MAP COMPANY, INC. TO PERFORM A PHOTOGRAPHIC FLYOVER OF THE ENTIRE COUNTY, TO PROVIDE OBLIQUE IMAGERY FOR THE DEPARTMENT OF ASSESSMENT.

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) SOLE SOURCE DOCUMENTS
(5) QUOTATION
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2017

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 ASSESSMENT AND THE SANBORN MAP COMPANY, INC.

WHEREAS, the Director is representing to the Rules Committee that the firm, THE SANBORN MAP COMPANY, INC. is a sole source provider 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 THE SANBORN MAP COMPANY, INC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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.

Vendor: The Sanborn Map Company, Inc.

Dated: 7 April 2017

Signed:

Print Name: John R. Copple

Title: President/CEO

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 - 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; or to otherwise engage in 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 term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

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

None

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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

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

None

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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: April 7, 2017

Signed: _____
Print Name: John R. Copple
Title: President/CEO

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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.

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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 John R. Copple

   Date of birth 01 / 03 / 1955

   Home address 1029 Deer Spring Lane

   City/state/zip Golden Colorado 80403

   Business address 1935 Jamboree Dr. Suite 100

   City/state/zip Colorado Springs CO 80920

   Telephone 719-593-0093

   Other present address(es) NA

   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 10 / 06 / 2003 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer 10 / 06 / 2003 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Mr. John R. Copple is 51% Owner of The Sanborn Map Company, Inc.

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 X 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 X; If Yes, provide details.

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

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide 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? YES X NO ___ If Yes, provide details for each such instance. Sanborn's prequalification status to become a contractor to the Illinois Department of Transportation (IDOT) was suspended on June 8, 2010. Sanborn contested the reasoning for the suspension; and, although Sanborn worked with IDOT to have such suspension revoked and/or administratively resolved and dismissed, the IDOT prequalification suspension matter ran its 2-year course through June 8, 2012, thereby coming to a natural end.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X If Yes, provide details for each such occurrence.

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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 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? YES ____ NO X 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 X 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 X If Yes, provide details for each such year.

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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, John R. Copple, 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 7th day of April 2017

Notary Public

EMMA S NORTHUP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20094020968
MY COMMISSION EXPIRES JUNE 30, 2017

The Sanborn Map Company, Inc.
Name of submitting business

John R. Copple
Print name

Signature

President/CEO
Title

7 / Apr. / 2017
Date

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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 Amy E. Kappel

   Date of birth 03 / 10 / 1975

   Home address 2220 N. Royer St.

   City/state/zip Colorado Springs CO 80907

   Business address 1935 Jamboree Dr. Suite 100

   City/state/zip Colorado Springs CO 80920

   Telephone 719-593-0093

   Other present address(es) NA

   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 05 / 14 /2010

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

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

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

BIDDER SIGN HERE Amy E. Kappel
BIDDER

Corporate Secretary
TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide 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? YES X NO ____ If Yes, provide details for each such instance. Sanborn's prequalification status to become a contractor to the Illinois Department of Transportation (IDOT) was suspended on June 8, 2010. Sanborn contested the reasoning for the suspension; and, although Sanborn worked with IDOT to have such suspension revoked and/or administratively resolved and dismissed, the IDOT prequalification suspension matter ran its 2-year course through June 8, 2012, thereby coming to a natural end.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X If Yes, provide details for each such occurrence.

BIDDER SIGN HERE Amy C. Kapel
BIDDER

Corporate Secretary
TITLE

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 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? YES ____ NO X 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 X 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 X If Yes, provide details for each such year.

BIDDER SIGN HERE Amy E. Karpel
BIDDER

Corporate Secretary
TITLE

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, Amy E. Kappel, 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 7th day of April 2017

Notary Public

EMMA S NORTHUP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20094020968
MY COMMISSION EXPIRES JUNE 30, 2017

The Sanborn Map Company, Inc.
Name of submitting business

Amy E. Kappel
Print name

Amy E. Kappel
Signature

Corporate Secretary
Title

4 / 7 / 2017
Date

BIDDER SIGN HERE Amy E. Kappel
BIDDER

Corporate Secretary
TITLE

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 Susan D. Passon-Alexander

   Date of birth 05 / 15 / 1978

   Home address 8125 Table Mesa Way

   City/state/zip Colorado Springs, CO 80919

   Business address 1935 Jamboree Dr. Suite 100

   City/state/zip Colorado Springs CO 80920

   Telephone 719-593-0093

   Other present address(es) NA

   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 09 / 09 / 2011

   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 X 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 X 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 X; If Yes, provide details.

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

BIDDER SIGN HERE Susan Passon-Alexander Treasurer
BIDDER TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide 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? YES X NO ____ If Yes, provide details for each such instance. Sanborn's prequalification status to become a contractor to the Illinois Department of Transportation (IDOT) was suspended on June 8, 2010. Sanborn contested the reasoning for the suspension; and, although Sanborn worked with IDOT to have such suspension revoked and/or administratively resolved and dismissed, the IDOT prequalification suspension matter ran its 2-year course through June 8, 2012, thereby coming to a natural end.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X If Yes, provide details for each such occurrence.

BIDDER SIGN HERE Susan Rasson-Alexander Treasurer
BIDDER TITLE

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 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? YES ____ NO X 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 X 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 X If Yes, provide details for each such year.

BIDDER SIGN HERE Susan Rasson-Albrandt Treasurer
BIDDER TITLE

CERTIFICATION

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I, Susan D. Passon-Alexander, 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 6th day of April 2017

Notary Public

The Sanborn Map Company, Inc.
Name of submitting business

Susan D. Passon-Alexander
Print name

Susan Passon Alexander
Signature

Treasurer
Title

Apr. / 6 / 2017
Date

BIDDER SIGN HERE Susan Passon Alexander
BIDDER

Treasurer
TITLE

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: May 2, 2017

1) Proposer's Legal Name: The Sanborn Map Company, Inc.

2) Address of Place of Business: 1935 Jamboree Dr. Suite 100, Colorado Springs CO 80920

List all other business addresses used within last five years:
2 Branch offices in Pelham, NY, and Charlotte, NC.

3) Mailing Address (if different): _____

Phone : 719-593-0093

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 06-433-2356

5) Federal I.D. Number: 13-3980333

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details:
Sanborn Colorado Government, LLC (wholly-owned subsidiary of The Sanborn Map Company, Inc.)

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details.
DMGT US, Inc. (49% owner of The Sanborn Map Company, Inc.)

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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 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 X 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 X If Yes, provide details for each such conviction. _____

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Sanborn maintains employee policies, such as Business Ethics and Conduct, to prevent such situations.

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. *Please see attached information for Sanborn's response to Question A.*

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

i) Date of formation;

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President/CEO
TITLE

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. Sanborn has been in business for 150 years.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *Please see attached information for Sanborn's response to Question C.*

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 Santa Clara County, CA

Contact Person Richelle Feldan, Senior Management Analyst

Address 4th Floor, East Wing, 70 W. Hedding St.

City/State San Jose, CA 95110

Telephone (408) 299-6394

Fax #

E-Mail Address richelle.feldan@asr.sccgov.org

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

Company McLean County Regional Planning Commission

Contact Person Khalid Hasan, Director of Regional GIS

Address 115 E. Washington St. Ste M103

City/State Bloomington, IL 61701-4089

Telephone (309) 828-4331 ext 25

Fax #

E-Mail Address khasan@mcplan.org

Company Boone County Planning Commission

Contact Person Steve Gay, Director of GIS Services

Address 2950 Washington St

City/State Burlington, KY 41005

Telephone (859) 334-2196

Fax #

E-Mail Address sgay@boonecountyky.org

BIDDER SIGN HERE _____ President/CEO
BIDDER TITLE

CERTIFICATION

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I, John R. Copple, 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 7th day of April 2017

Notary Public

EMMA S NORTHUP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20094020968
MY COMMISSION EXPIRES JUNE 30, 2017

Name of submitting business: The Sanborn Map Company, Inc.

By: John R. Copple
Print name

Signature

President/CEO
Title

Apr. 17, 2017
Date

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

Section 1 – Statement of Qualifications

Sanborn Company Profile

The Sanborn Map Company, Inc.	
Address	1935 Jamboree Dr., Suite 100 Colorado Springs, CO 80920
Telephone/Fax	(719) 593-0093 / (719) 528-5093
Internet Address	www.sanborn.com
Established / In Business	June 27, 1866 / 150 years, 10 months
Office to Provide Services	Colorado Springs, Colorado (Corporate Office)
Other Offices	Pelham, NY Charlotte, NC
Type of Ownership	The Sanborn Map Company, Inc. is a privately owned company incorporated in the State of Delaware, U.S.A.
No. of Employees	113
Normal Business Hours	8:00 a.m. to 5:00 p.m., Mountain Time
Sales Point of Contact	Mr. Brad Arshat, barshat@sanborn.com (443) 603-7725

In business and continual operation since 1866, Sanborn is a geospatial solutions company that specializes in providing a broad range of geographic information products and services to government agencies and commercial organizations throughout the United States and abroad. Our offerings include aerial imagery acquisition and processing – vertical and oblique, UAV/UAS capability, digital orthophotography, satellite imagery, airborne and terrestrial LiDAR acquisition and processing, planimetric and topographic mapping, remote sensing analysis, 3D infrastructure modeling, GPS surveys and field data collection, parcel and facility mapping, utility mapping, corridor mapping, GIS consulting and training, and GeoIT support. Sanborn is also a Google Imagery and Cloud Services Partner, enabling us to bring these solutions to our clients.

Sanborn Chronological Experience of Service Offerings	
Service	**Offered Since**
Ground Surveys	1866
Aerial Photography	1966
Photogrammetric Mapping	1966
Digital Photogrammetric Mapping	1979
Digital Terrain Modeling	1984
Digital Orthophotography	1988
LiDAR	1998
Digital Vertical Aerial Imagery	2004
Digital Oblique Aerial Imagery	2011
Drone Operations	2013

Sanborn is experienced in and equipped to perform city, county, state and national level imagery, LiDAR and photogrammetric mapping programs. Our resources include a wholly-owned fleet of aircraft, vehicles, and sensor systems, as well as a world-class IT infrastructure and the software needed to produce and quality control data for use in any mainstream GIS or CAD

Confidential and Proprietary, © 2017 The Sanborn Map Company, Inc., ALL RIGHTS RESERVED
Any and all graphics included in this response are for illustrative and representative purposes only and shall not be relied upon as depictions of the final deliverables.

COUNTY OF NASSAU

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

1. Name of the Entity: The Sanborn Map Company, Inc.

   Address: 1935 Jamboree Dr. Suite 100

   City, State and Zip Code: Colorado Springs CO 80920

2. Entity's Vendor Identification Number: 13-3980333

3. Type of Business: ___Public Corp ___Partnership ___Joint 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 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):

   Mr. John R. Copple, President/CEO & Board of Directors Member

   Ms. Amy E. Kappel, Secretary

   Ms. Susan D. Passon-Alexander, Treasurer

   Mr. Erik Levy, Board of Directors Member

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

   Mr. John R. Copple, President/CEO, 51% Owner

   DMGT US, Inc., 49% Owner

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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.

Sanborn Colorado Government, LLC (wholly-owned subsidiary of The Sanborn Map Company, Inc.)

DMGT US, Inc. (49% owner of The Sanborn Map Company, Inc.)

Neither company will take part in the performance of this contract.

7. 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 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, or to otherwise engage in lobbying as 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.

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

None

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President/CEO
TITLE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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: April 7, 2017

Signed:
Print Name: John R. Copple

Title: President/CEO

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

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.

BIDDER SIGN HERE _____ BIDDER

President/CEO
TITLE

EDWARD P. MANGANO
County Executive

JAMES E. DAVIS
Acting County Assessor

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
240 Old Country Road
Mineola, New York 11501
(516) 571-1500

February 26, 2015

Daniel P. Grippo, Esq.
Deputy County Attorney
Office of the County Attorney
One West Street
Mineola, NY 11501

Re: Letter of Sole Source Clarifications for Oblique Imagery for Nassau County:

Dear Mr. Grippo:

Please be advised that the Department of Assessment has been actively engaged in seeking a vendor that could fulfill our unique requirements in order to provide this Department with high resolution (2.5 pixels) oblique imagery of Nassau County, along with vertical 3D change detection. The photographs taken, and the service provided will be used by our Department to assist with the Systematic Review of all real property within said County. This method of viewing properties is accepted by the Office of Real Property Tax Services (ORPTS) with regards to fulfilling their value update procedures and requirements.

The additional benefit to Nassau County is twofold; the first is this data will be accessible to ALL County agencies and second; by using this method to update values, the County will become eligible for a rebate issued by New York State and ORPTS, which is capped at $500,000.

What makes Sanborn unique in this industry is their ability to provide the vertical 3D change detection. Other vendors can only provide one dimensional horizontal detection like pools, decks and patios. These are generally considered minor items with regards to generating value. This would give us the ability to detect meaningful changes in gross building area that could be assessable. This product also gives us the ability to measure the new structure and to accurately calculate the value associated with that change. This product is important to have where Assessors cannot access the property for any reason.

Sanborn also offers an open licensing agreement, as opposed to other vendors who would continue to own the data and would have the ability to sell it for a profit to other entities. With Nassau County owning the data, Sanborn cannot provide or sell this data to any other agency without our expressed permission.

Sanborn is again unique where the County would not be forced to purchase additional software to view their product, but can use other pre-existing software packages that the County already possesses. Other vendors do not offer such a service and would force the County to purchase their proprietary software to utilize their product.

I hope this information satisfies your needs so that your office can proceed with moving towards accepting Sanborn as a sole source provider. If you have any other questions or require any additional information, please do not hesitate to contact me.

Sincerely yours,

Steven L. Corte, IAO IFAS SRA ASA CSA-G
Deputy County Assessor
NYS Certified Assessor – National Designation
240 Old Country Road
Mineola, NY 11501

Cc: Carnell Foskey, County Attorney
Nancy Stanton, Deputy Commissioner, Department of Information Technology
Anthony Arcuri, Real Property Appraiser/Arbitrator Supervisor
Mary Mahoney, Information Technology Project Manager

sanborn

Corporate Headquarters
1935 Jamboree Drive
Suite 100
Colorado Springs, CO 80920

Phone: 719.593.0093
Toll-Free: 1.866.726.2676
Fax: 719.528.5093
www.sanborn.com

October 6, 2014

Mr. Steve Corte
Deputy Assessor
Nassau County Department of Assessment
240 Old Country Road, 4th Floor
Mineola, New York 11501

Re: Letter of Sole Source and Best and Final Proposal for Oblique Imagery for Nassau County, NY

Dear Mr. Corte:

The Sanborn Map Company, Inc. (Sanborn) list of directors is: John R. Copple and Paul Sykes.

Sanborn is pleased to submit this Best and Final Price Proposal to Nassau County, NY (the County), for new oblique aerial imagery and change detection. The Sanborn oblique imagery solution provides users with digital, natural-color, oblique aerial imagery of the earth's surface, taken from a nominally consistent altitude and oblique angle over the project area. The captured imagery provides complete and overlapping coverage, permitting oblique views in four cardinal directions, as well as a nadir (vertical) view of any point within the project area. The Sanborn oblique imagery solution is delivered with two options for viewing: utilizing a web browser-based viewer, or an ArcGIS desktop extension.

Sanborn's offer is unique in four ways: 1) The change detection process is based on vertical change; 2) The licensing is an open license; 3) The imagery is delivered in an industry standard, non-proprietary file format; and 4) Sanborn has developed an aerial triangulation process that corrects for the earth orientation in all 5 images collected from the oblique camera. The result is more accurate measurements are available from the data. Details of these discriminators are outlined below:

- **Change Detection:** The Sanborn method of change detection utilized for building and structure changes is based on physical changes that occur to those structures. This can be an increase\decrease in size such as an addition was added or in height such as additional stories added. Sanborn also has years of extensive and in-depth knowledge of aerial interpretation by using remote sensing technologies (comparing one photo in year 1 to the same in year 2), but we believe that our proprietary solution offers the best way to accurately show changes to structures over time by identifying where there is an elevation change to a structure, identify new structures where there were none, or the removal of structures.

- **Licensing:** A key benefit of Sanborn's oblique imagery solution is our open licensing policy. This licensing is not offered by other companies selling oblique data. Purchase of Sanborn's oblique imagery solution allows the end user to determine how the data is used and shared within their respective Government, University Research, or Business GIS user community. There are no recurring licensing fees, nor does your right to use the data ever expire. The Sanborn licensing is based on "you buy it you own it". Although we do not allow resale of the data, we do allow use by all government agencies and the flexibility to be able to deploy the data in the ways that best suit the County. This includes distributed deployment in multiple locations to allow for secure distribution where needed, internal web hosting, internal data access for use in ArcGIS, etc. This also allows for the most effective use by all departments, based upon their unique needs. Secondarily, there is no need to renew annually to keep the data - once it is paid for it is licensed to you in perpetuity, so there is no worry that access to your historical

imagery will be lost due to non-payment of recurring licensing fees. Sanborn competitors require an annual "use" fee for continued use of the data.

- **Industry Standard Raster File Format:** Providing the data in an industry standard format for the imagery (i.e. JPEG, GeoTIFF) allows for additional use as needed in any image viewing software. Sanborn uses no proprietary formats, nor is any supplemental information written to the file headers that constrains its use to Sanborn's browser application or our ArcGIS plug-in. The main industry competitor to Sanborn – Pictometry – only offers a proprietary data format. Their imagery can only be used with their software.

- **Aerial Triangulation:** Sanborn performs aerial triangulation on all 5 images collected in every "image event". Other providers only aerial triangulate the nadir image. The process Sanborn uses allows precise measurement to be performed in any of the 5 images where the competitor's imagery is only accurate in the nadir looking image and measurements in the 4 "oblique images" contain significant error.

Project Area

The project will provide for delivery of oblique imagery for the entire County at either 2.5-inch or 4-inch spatial resolution, depending on the option chosen, covering an area of approximately 362 square miles as well as the associated change detection layer. The area of interest (AOI) shall be defined by the Nassau County orthoimagery project boundary shapefiles as used in the New York Statewide Digital Orthoimagery Program (NYSDOP) and reviewed by the County to assist with preparation of this proposal.

Schedule and Fees

Fees Oblique Imagery, 2.5-inch GSD			
Year	2015	2017	2019
Base Cost with AT, change Detection	$ 213,435	$ 222,044.27	$ 232,148.69
Cost to Add Orthos	$ 76,662	$ 81,331	$ 86,284

Fees Oblique Imagery, 4-inch GSD			
Year	2015	2017	2019
Base Cost with AT, change Detection	$ 168,223	$ 174,078.33	$ 181,261.62
Cost to Add Orthos	$ 33,074	$ 35,088	$ 37,225

Schedule
To be negotiated, pursuant to award with an anticipated flight in January 2015.

This price reflects Sanborn's Best and Final Offer to perform the proposed project as per the above fee tables. If any changes to the specifications or area of coverage, any change to costs will be negotiated during any contract negotiations. Should you have technical questions or need clarification on any matter, please contact me at 914-738-1649 x 218 or cgenovese@sanborn.com. We appreciate the opportunity to submit this quotation and look forward to hearing from you.

Sincerely,

Chris Genovese

Chris Genovese
General Manager

Cleary, Robert

From: Funaro, Timothy G
Sent: Friday, July 07, 2017 4:17 PM
To: Cleary, Robert; Stanton, Nancy; Schlenoff, Michael R; Colasurdo, Claudia; Barnett, Susan M
Subject: FW: forms

Robert,

I just received this e-mail from Sanborn.

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov

From: Brad Arshat [mailto:barshat@sanborn.com]
Sent: Friday, July 07, 2017 4:14 PM
To: Funaro, Timothy G <tfunaro@nassaucountyny.gov>
Subject: RE: forms

Timothy,

Sanborn has written this software, and at this point, we are the only ones qualified and authorized to maintain it.

Respectfully,

Brad Arshat
Director, Strategic Accounts
Sanborn
Mobile: (443) 603-7725
barshat@sanborn.com
www.sanborn.com

From: Funaro, Timothy G [mailto:tfunaro@nassaucountyny.gov]
Sent: Friday, July 7, 2017 2:39 PM
To: Brad Arshat <barshat@sanborn.com>
Subject: RE: forms

Brad,

I was just asked this question are you the only company qualified and authorized to maintain the software? Do you have any authorized resellers or service companies? Please let me know

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov

From: Brad Arshat [mailto:barshat@sanborn.com]
Sent: Saturday, June 24, 2017 1:40 PM
To: Funaro, Timothy G <tfunaro@nassaucountyny.gov>
Subject: RE: forms

Hi Timothy,

I just wanted to follow up on this contract. Could you please tell me where it stands?

Thank you,

Brad Arshat
Director, Strategic Accounts
Sanborn
Mobile: (443) 603-7725
barshat@sanborn.com
www.sanborn.com

A-18-2017

REQUISITION

RQIT17000024 20/MAR/2017

VENDOR:
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803

TEL:(914)738-1649
FAX:(914)738-1680

REQUISITIONER:
IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501
C. FITZGERALD/DONNA NEILAND(1-2195)
TEL:(516)571-2259
FAX:(516)571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	962-52	1.00	EA	222,044.2700		222,044.27

MAPPING SERVICES, STANDARD

FEES OBLIQUE IMAGERY, 3.5" GSD BASE COST WITH AT, CHANGE DETECTION

CHANGE DETECTION: THE SANBORN METHOD OF CHANGE DETECTION UTILIZED FOR BUILDING AND STRUCTURE CHANGES IS BASED ON PHYSICAL CHANGESTHAT OCCUR TO THOSE STRUCTURES.

AERIAL TRIANGULATION: SANBORN PERFORMS AERIAL TRIANGULATION ON ALL 5 IMAGES COLLECTED IN EVERY "IMAGE EVENT". THIS ALLOWS PRECISE MEASUREMENT TO BE PERFORMED IN ANY OF THE 5 IMAGES.

LICENSING: A KEY BENEFIT OF SANBORN'S OBLIQUE IMAGERY SOLUTION IS THEIR OPEN LICENSING POLICY. PURCHASE ALLOWS THE END USER TO DETERMINE HOW THE DATA IS USED AND SHARED THEIR RESPECTIVE USER COMMUNITY.

INDUSTRY STANDARD RASTER FILE FORMAT: PROVIDING THE DATA IN AN INDUSTRY STANDARD FORMAT FOR THE IMAGERY(I.E.:JPEG,GEOTIFF) ALLOWS FOR ADDITIONAL USE AS NEEDED IN ANY IMAGE VIEWING SOFTWARE.

DELIVER TO: NASSAU COUNTY DEPT. OF ASSESSMENT
ATTENTION: STEVE CORTE (516)571-3587
240 OLD COUNTRY ROAD, 4TH FL
MINEOLA, NY 11501

BILL TO: I.T. ACCOUNTS PAYABLE

CONTINUED, NEXT PAGE

REQUISITION

RQIT17000024 20/MAR/2017

VENDOR:
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803

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FAX:(914)738-1680

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TEL:(516)571-2259
FAX:(516)571-3918

240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY 11501

ESTIMATED TOTAL: 222,044.27

REQUISITION

RQIT17000024 20/MAR/2017

VENDOR:
THE SANBORN MAP COMPANY, INC.
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PELHAM NY 10803

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sanborn

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Suite 100
Colorado Springs, CO 80920

Phone: 719.593.0093
Toll-Free: 1.866.726.2676
Fax: 719.528.5093
www.sanborn.com

July 24, 2014

Steve Corte
Deputy Assessor
Nassau County Department of Assessment
240 Old Country Road, 4th Floor
Mineola, New York 11501

Re: Budget Proposal for Oblique Imagery for Nassau County, NY

Dear Mr. Corte:

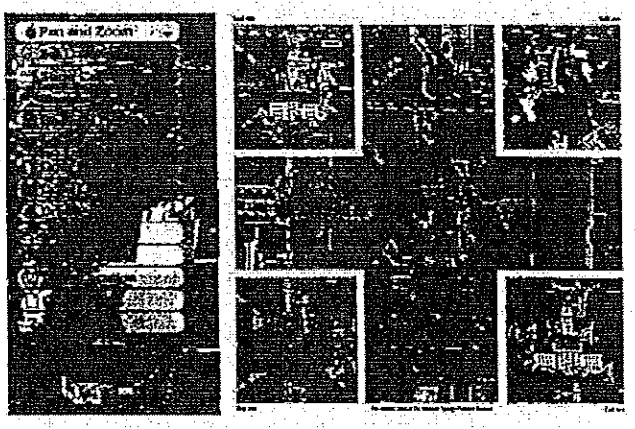
The Sanborn Map Company, Inc. (Sanborn), is pleased to submit this budget proposal to Nassau County, NY (the County), for new oblique aerial imagery. The Sanborn oblique imagery solution provides users with digital, natural-color, oblique aerial imagery of the earth's surface, taken from a nominally consistent altitude and oblique angle over the project area. The captured imagery provides complete and overlapping coverage, permitting oblique views in four cardinal directions, as well as a nadir (vertical) view of any point within the project area. The Sanborn oblique imagery solution is delivered with two options for viewing: utilizing a web browser-based viewer, or an ArcGIS desktop extension.

1. **Web Browser-Based Sanborn Oblique Analyst:**

   The web-based Sanborn Oblique Analyst allows for basic functions such as viewing, measuring and printing in a browser environment. The oblique imagery may be deployed on the County's web server(s) (the assumed deliverable), on Sanborn's servers (a hosting fee would apply), or in a third-party cloud hosting environment.

   The browser application currently provides the users with the following capabilities:

   - Search by Address
   - Search by Parcel
   - Pan & Zoom
   - Set Location
   - Measure Height
   - Measure Length
   - Measure Area
   - Measure Slope
   - Draw Point
   - Draw Line
   - Draw Polygon
   - Draw Text
   - Create PDF file



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2. **ArcGIS Desktop Extension:**

   Interaction with the oblique imagery can also occur within ArcGIS 9.X through 10.1 desktop products via an extension provided by Sanborn. The ArcGIS desktop extension includes a selection of tools for viewing and analysis, including importing and re-projection of two-dimensional GIS layers into an oblique view for the purpose of visualization and measurement, while simultaneously allowing access to tools ordinarily available within the ArcGIS desktop environment.

Licensing

A key benefit of Sanborn's oblique imagery solution is our open licensing policy. Purchase of Sanborn's oblique imagery solution allows the end user to determine how the data is used and shared within their respective Government, University Research, or Business GIS user community. There are no recurring licensing fees, nor does your right to use the data ever expire.

SCOPE OF WORK

Project Area

The project will provide for delivery of oblique imagery for the entire County at either 2.5-inch or 4-inch spatial resolution, depending on the option chosen, covering an area of approximately 362 square miles. The area of interest (AOI) shall be defined by the Nassau County orthoimagery project boundary shapefiles as used in the New York Statewide Digital Orthoimagery Program (NYSDOP) and reviewed by the County to assist with preparation of this proposal.

Summary and Overall Workflow

Sanborn owns, operates and controls the entire process workflow that comprises a successful oblique product delivery to the customer. All the data acquisition is accomplished using aircraft and sensors owned by Sanborn; and, all the end-to-end production workflow steps are performed in Sanborn's Colorado Springs production facility with support provided as necessary by our branch locations. The major phases of an oblique project lifecycle are illustrated in the flowchart on the following page:

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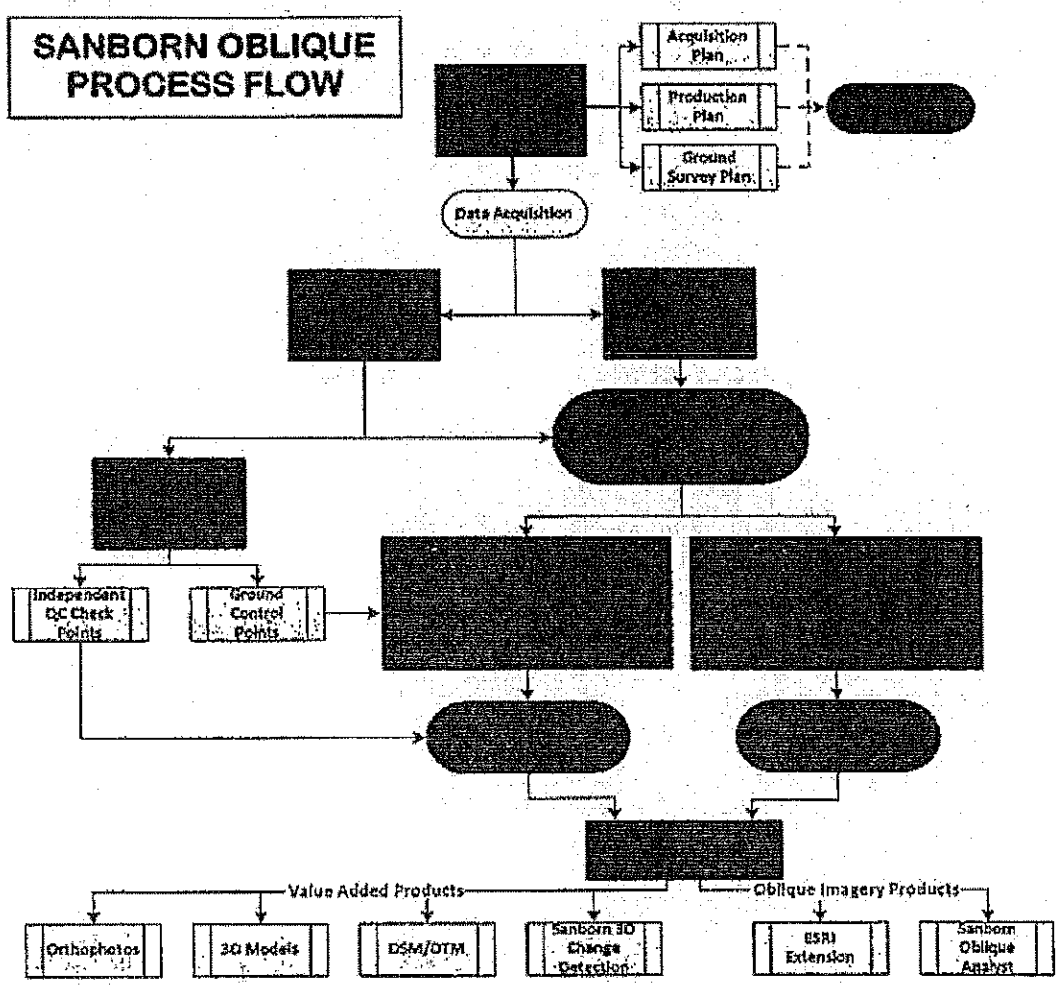

- Project Planning
  - Flight Plans
  - Control Plans
  - Coordination with air traffic control (ATC) and mission execution planning
- Data Acquisition
  - Imagery Acquisition
  - Ground Control Point Survey
  - Field Data QC
- Acquisition QC
  - Image Quality Validation
  - GPS-IMU/Raw Positioning Quality Validation
  - Re-flight Determination

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- Geo-positioning
  - Process GPS-IMU
  - Process Survey Data
  - Aerial Triangulation
  - Control Point Checks
  - Accuracy Validation using independent check point survey data
- Image Enhancement and Color Balancing
  - Radiometric Enhancement of Images
  - Color Balancing
- Product Generation, Independent QC and Delivery
  - File Management and Metadata Preparation
  - Independent QA/QC of the data against client specifications
  - Delivery and Dissemination of final products in client-specified formats/platforms

Proposed Sensor

Sanborn will utilize a MIDAS digital aerial camera system for capturing the imagery. Developed by Track'Air, this system consists of four cameras each tilted at 45 degrees and one vertically mounted camera, interfaced with a dedicated, computerized acquisition control system that collects precise position and orientation information for each image at the instant of exposure. Camera specifications are outlined in the table below.

Oblique Digital Aerial Camera Specifications	
Device and Type	Multi-Camera Integrated Digital Imagery Acquisition System (MIDAS)
Sensor Configuration	5 Nikon DSLR Cameras
Bands and Registration	Three color channels (red, green, blue)
Calibration Information	Factory calibration
Oblique Viewing Angle	45 Degrees
Focal Length	50mm Nadir, 85mm Oblique
Pixel Size	4.88 microns
CCD Dimensions	7360 x 4912 (35 megapixels)
Radiometric Resolution	8-bit in all channels (RGB)

Field Data Acquisition

Flight Planning

Sanborn will provide flight and control plans at least one week prior to mobilizing any field or airborne resources. Flight plans will be reviewed by one of Sanborn's ASPRS Certified Photogrammetrists and will include, at a minimum, the following information:

1. Area of interest boundaries
2. Proposed flight lines
3. Key metrics such as flight altitudes and exposure quantities

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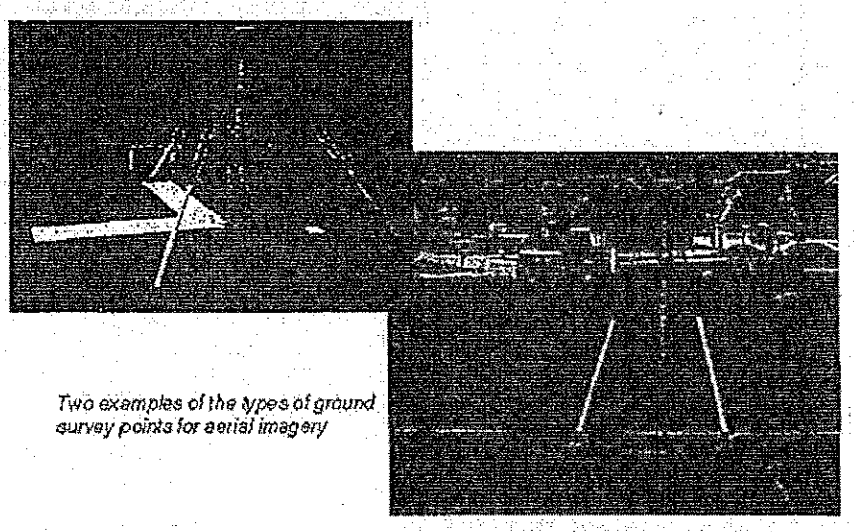
Ground Control Survey

While Airborne GPS (AGPS) and IMU technology will serve as the primary means for geo-referencing, a framework of ground control is needed to serve as checkpoints and constraints for the Aerial Triangulation (AT) solution. Sanborn proposes to use existing survey points where possible, and will supplement with new points as needed to support production. As with all aerial mapping projects, Sanborn's Certified Photogrammetrists will evaluate the ideal location(s) for the required ground survey points based on the design of flight blocks, the location of flight lines, the terrain within the flight block, and the accessibility of the land parcels within the block. Based on this assessment, Sanborn may choose to place panels of material or paint in the form of an "X" or "V" shape and at an appropriate size to ensure visibility within the aerial imagery. In some cases, a photo identifiable (PID) survey point is selected in the field and surveyed, eliminating the need for a panel to be placed. This strategy is employed if disturbing the land is not possible, or if a survey is conducted after the aerial imagery has been collected.



Two examples of the types of ground survey points for aerial imagery

<u>Imagery Acquisition and Quality Control</u>

Sanborn recognizes that one of the most critical phases of this project is acquisition of the aerial imagery. Timely and consistent collection of quality aerial imagery and related data is the foundation for generating high quality derivative data products. Sanborn maintains a 13 aircraft fleet and 10 advanced optical and laser sensors for rapid collection of imagery and terrain data anywhere in the country.

Sanborn's aerial team will monitor conditions in the project area and determine optimal times for proceeding with imagery acquisition. These conditions include:

- When the air is materially clear of clouds, smoke, smog, haze, fog, and dust.
- When the sun angle is greater than 30°.
- When streams are within their natural banks.
- When deciduous trees are largely free of leaves.
- When there is no material accumulation of snow remaining.

Imagery will be captured for the entire project area at either 2.5-inch or 4-inch spatial resolution, depending on the option chosen. Mission profiles will be programmed into the computerized flight management system, which is

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integrated with the sensor systems on board each aircraft. This system assists the aircrews with mission navigation and sensor operation, ensuring that imagery is collected in accordance with the flight plan. Aircrews are also able to mark flightlines or exposures where turbulence, clouds, or other factors that bear on the quality of the imagery may be an issue, so they can be accessed rapidly following the flight and assessed for recollection, if necessary. The flying height will be 2,143 feet above ground level (AGL) for the 2.5-inch ground sample distance (GSD) imagery, or 3,430 feet AGL for the 4-inch GSD imagery. Nadir imagery will be collected with 60% forward and 35% sidelap.

At the conclusion of each acquisition day, imagery and associated data will be downloaded from each sensor and written to portable hard drives for shipment to Sanborn's Colorado Springs production facility for processing. Acquisition dates and times will be attributed in the flight plan shapefiles as missions are flown, and acquisition status will be communicated to the County's project manager on a regular basis.

- A review of the imagery for density, contrast, hot spots, clarity, shadow and highlight detail, and overall quality will occur. Images are reviewed to ensure they have an unobstructed view of the ground with minimal variation of ground illumination and color variations due to lighting and cloud shadows, and minimal artifacts such as haze, glint and glare caused by reflected sunlight.
- Technicians will also check each line of imagery for:
  - Foliage conditions – Leaf cover will be < 30% (Sanborn plans to complete acquisition in January, with minimum leaf-on conditions)
  - Adherence to the flight plan—the editor will review the imagery to ensure that the specified flight plan has been successfully executed.
  - GSD—the technicians will confirm that the specified GSD has been achieved.
  - Departures from flight heights required to produce the desired image scale shall not exceed minus two percent (-2%) or plus five percent (+5%)
  - Crab— Crab in excess of three degrees (3°) may be cause for rejection of a flight.
  - Tilt and Tip— Tilt of the camera from vertical at the instant of exposure shall not exceed three percent (3%), nor shall it exceed five percent (5%) between successive exposure stations. Average tilt over the entire project shall not exceed 1%.
  - Forward overlap—the forward overlap will be examined to ensure that it falls in the appropriate range for each acquisition area.
  - Side overlap—the side overlap will be examined to ensure that it falls in the correct percent range for each acquisition area.
  - Anomalies—any other anomalies that could affect the final product will be examined, such as exposure settings, pixel drop out, etc.

If the technicians identify the need for any re-flights, they immediately email the flight crew the required parameters. Our goal is to accomplish this review within three days of acquisition of the imagery. Sanborn understands that unacceptable imagery will be re-flown at no additional cost to the County. All re-flight coverage will overlap the accepted imagery by at least two exposures, and will be captured using the same sensor type that performed the initial acquisition.

Imagery Data Production

The following sections describe Sanborn's strategy for producing oblique imagery that will meet the needs of the County and its partners. We believe image accuracy and image quality go hand in hand, and have established a process that incorporates quality control throughout all steps. As a standard practice, AT is utilized to ensure the best possible fit of oblique imagery to the ground. Concurrently, the collected imagery is taken through several

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steps of processing to correct for uneven lighting, color, and contrast, while retaining the brilliancy of the Nikon D800E exposures.

AGPS/IMU Post Processing

All AGPS/IMU data will be downloaded from the aircraft the day it is collected. Sanborn will use the latest version of Applanix MMS kinematic AGPS post-processing software to process all AGPS/IMU data. In a combination of AGPS data, the expected accuracy of the orientation of the photo exposures will be 0.10 meters in position and approximately 20 to 30 arc seconds in tilt, roll and heading. Once a final solution is achieved, the photo center coordinate positions, as well as the trajectory file (SBET), will be exported for use in AT.

Aerial Triangulation (AT)

Each Sanborn oblique imaging system is calibrated at our boresight range in Colorado. The test range contains over 100 ground control points to allow for complete calibration of the system. The planning of the boresight flight is a critical component to achieving high accuracy with the system; therefore, Sanborn collects imagery with high overlap (80% forward and 60% side overlaps), at two altitudes, and with opposing flight directions. The results of the boresight calibration are applied to each subsequent flight during the AT process.

AT for an oblique imaging system employs similar techniques as conventional AT; for example, both include the use of AGPS/IMU data and ground control points. However, conventional AT software was not designed to incorporate oblique imagery for tie point generation or to handle the large amount of data collected with the system. Sanborn has developed a rigorous workflow for performing simultaneous AT on both the nadir and the oblique images in one bundle block adjustment solution. In this workflow, Sanborn performs point matching on all nadir and oblique frames and utilizes additional parameters; e.g., trajectory and timing information into a bundle block solution. This approach allows the identification and removal of errors associated with the individual cameras within the system and with the GPS trajectory. This method allows for tight quality control through all steps in the process, maximizing the resultant accuracy of all images in the block.

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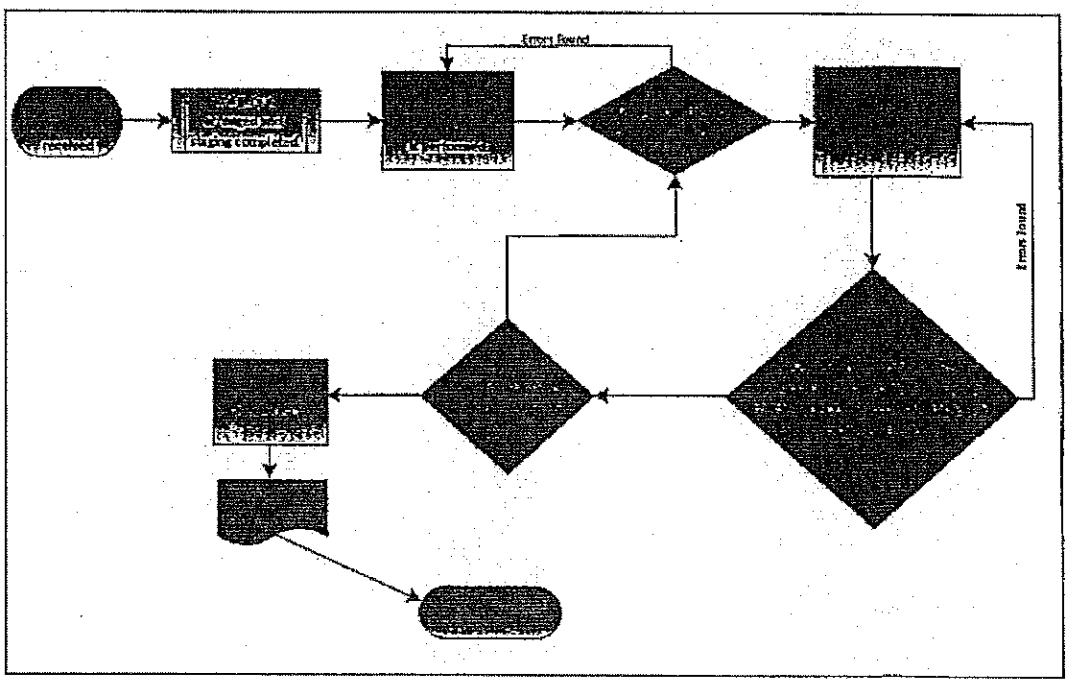

AT Work Flow Diagram

With both solutions, AGPS/IMU and ground control are key elements in assessing the final accuracy of the imagery.

Post-AT quality control is performed using an independent software solution designed to evaluate the relative and absolute accuracy of the AT solution. The user is able to measure ground control points as well as user identifiable points throughout the block. A report is generated complete with a summary of statistics for each point measured, allowing for immediate evaluation of the block accuracy.

The quality of the AT solution is proven by low values of the error residuals in the least squares adjustment. Very low values in the residuals indicate that the ground control is free of survey errors because it fits the photogrammetric measurements. The quality control steps outlined below will be followed to help ensure the best quality adjustment. Quality control procedures and results will be presented in the Final AT Report.

- The project boundary will be identified to ensure that triangulation coverage includes the entire project area.
- Checkpoints will be used and evaluated as previously discussed above
- Intermediate triangulation results will be thoroughly reviewed by the Lead Technician and the Data Processing Manager.
- Final triangulation results will be thoroughly reviewed by the Lead Technician, Data Processing Manager, and the Manager of Production.

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Image Processing and Color Balancing

The Sanborn Image Processing Team is responsible for receiving and processing the raw imagery data after it is acquired by the Acquisition Team in the field. The Image Processing Team works in tandem with the Geo-positioning Team to ensure that all collected data meets the predefined customer specifications. Once it has been determined that all data meets customer specifications, the Image Processing Team is responsible for imagery enhancement and color balancing the data. The Image Processing Team follows a well-defined work flow process that emphasizes quality control, as illustrated below.

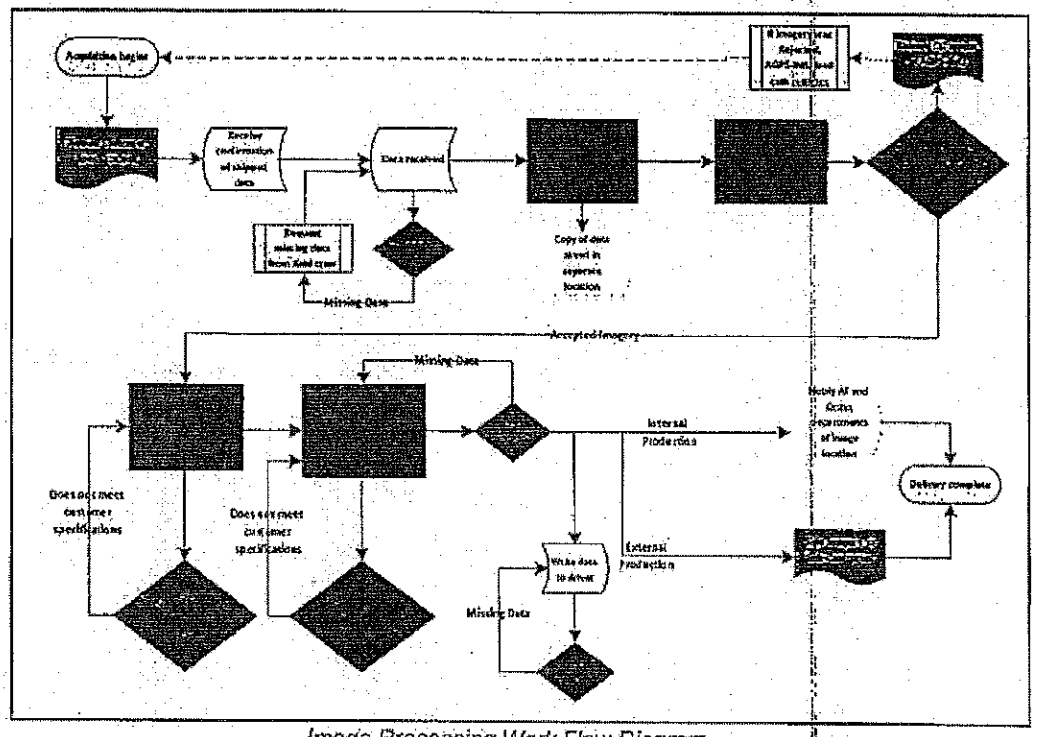

Image Processing Work Flow Diagram

Once the entire AOI has been collected and all imagery has been accepted, the imagery is rotated, enhanced, and color balanced in order to produce a final product that meets strict image quality guidelines. Before applying any image enhancements to the data, all oblique camera frames (images captured by non-nadir oriented cameras) are rotated 180 degrees in order to appear right-side up.

Once the oblique imagery has been rotated, the imagery is enhanced and color balanced using LightRoom. LightRoom allows the image processing technician to perform interactive, real-time image manipulation and lets the technician see how the adjustments applied affect either selected images, or the entire set of imagery all at once. The appropriate imagery enhancements and color balance are found by trial-and-error.

The following enhancements are performed in order to maximize the image quality and produce visually acceptable imagery:

- **Sharpening:** A sharpening algorithm (e.g. a masking algorithm) is applied to the imagery in order to bring out scene details without increasing the noise observable in the imagery.

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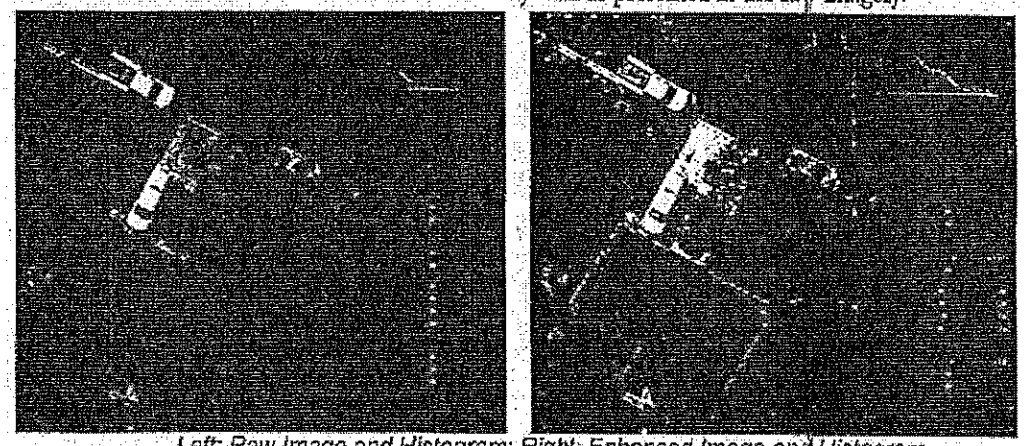
- **Noise reduction:** A spatial and/or color noise reduction algorithm is applied to the imagery as necessary. The purpose is to reduce any noise present without degrading the image detail in any way.
- **Histogram stretching (color balancing):** A global histogram stretch is determined, which will be applied to all imagery. The stretch will have the following characteristics:
  - It will not clip scene details in the dark regions or the bright regions of the imagery (the ends of the image histogram)
  - It will enhance and bring out details in the dark regions of the histogram without enhancing noise (i.e. brings out details in the shadows)
  - It will maximize the dynamic range of the histogram and improve the overall contrast and appearance of the imagery
  - It will produce color balanced imagery with natural and realistic looking scene colors
  - The enhancement and color balancing process will result in imagery that has improved scene details and allows the viewer to see scene content more clearly than as presented in the raw imagery.



Left: Raw Image and Histogram; Right: Enhanced Image and Histogram

During the process of determining the appropriate sharpening, noise reduction and histogram stretch to apply, the image processing technician will test an assortment of imagery containing a wide variety of scene content in order to find the enhancements that will work best for the entire AOI. Applying global enhancements across the entire set of imagery will allow seamless viewing of the data.

After the appropriate sharpening, noise reduction and histogram stretch is applied to the entire set of imagery the imagery is exported from LightRoom. As a final QC check, the imagery is then processed through Sanborn proprietary software for further analysis. This analysis will ensure that the mean histogram values for all of the imagery fall within a specified and acceptable digital count range.

Images will be checked for consistent color, tone and contrast; minimal variation of ground illumination and color due to lighting and cloud shadows; minimal artifacts such as haze, glint and glare; and, adherence to the contracted specifications.

Once the imagery has been enhanced, color balanced and reviewed, it is ready for delivery to the County.

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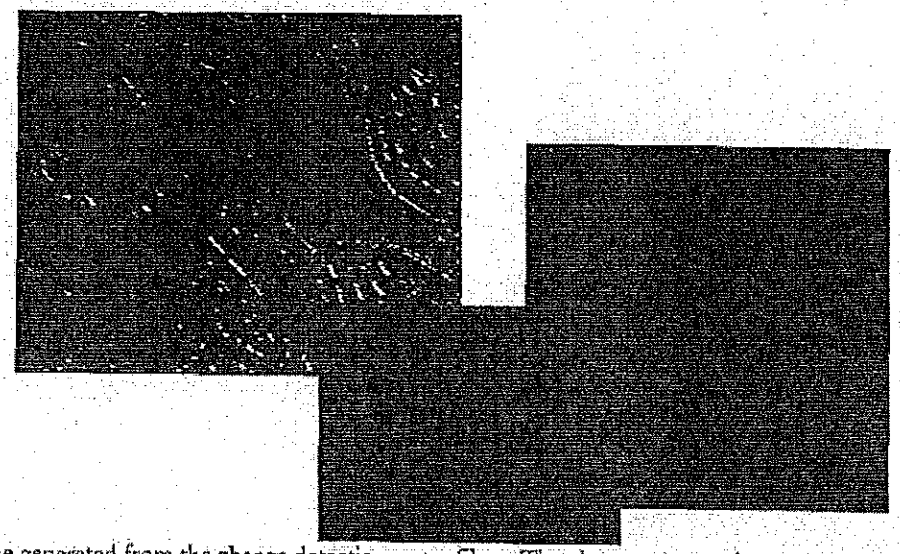
Sanborn 3D Change Detection Process

The first step in the 3D Change Detection Process is to generate a new Digital Surface Model (DSM), modeling all above ground features, e.g. buildings, trees, bridges. This dataset is then filtered to derive a Digital Elevation Model (DEM) which contains only elevation points at the ground level. The temporal DSMs derived from the full photogrammetric solutions will be used to generate 3D change detection raster maps. Each pixel in the different raster maps provides an elevation difference value between the two temporal time stamps. Change area or point



vectors can be generated from the change detection raster files. The change map can be used as a reference to update a planimetric map or update an orthophoto surface, and can be exported out to polygon features. For example, as seen in the images below, the process is ideal for identification of new homes or changes to the number of floors on a home or commercial building (buildings highlighted in red).

Sanborn's 3D change detection raster map workflow is as follows:

- Generate the DSM using the auto-correlation approach from the most recently collected dataset; for example, 2017 flights.
- Generate/acquire the DSM from a previous imagery dataset; for example, 2015.
- Neutralize the Input Datasets
  - Using control points/checkpoints (or by making manual measurements) validate the horizontal and vertical registration of the two input datasets
  - Use these measurements to remove any horizontal and/or vertical bias between the datasets
- Convert the datasets to a grid DEM format (Geotiff/Arc-Ascii). The resolution of the input DEMs are not diluted; the two DEMs can be of different resolutions
- Establish a threshold of the minimum elevation changes to be detected
- Run the change detection which creates a raster DEM of the changes
- Output is a GeoTIFF image containing color coded changes

Considerations for developing a change detection process:

RQIT14000157

- The horizontal registration between the terrain models must be reasonably accurate to enable detection of small changes. For example, to detect changes in the 1 square meter range requires a registration accuracy <1 meter.
- The change map might indicate false results in water or densely vegetated areas. These anomalies are easily removed as most are classified as noise, and can be verified with the imagery.

Summary of Oblique Deliverables

The completed oblique and nadir images will be available to the County formatted as a .TIF/.TFW or .JPG/.JGW file. Imagery will be provided at the specified spatial resolution for each given area. Imagery will be 3-band, 8-bit per channel RGB true natural color. The imagery will be delivered on USB-2 External Hard Drives, with an Esri ArcGIS Desktop plugin. Sanborn will accommodate other platforms or formats for delivery should it be requested.

Summary of Oblique Deliverables	
Deliverable	**Description**
Oblique Imagery	▪ Oblique and nadir images in .TIF/.TFW or .JPG/.JGW format ▪ 3-band, 8-bit per channel RGB true natural color
Oblique Esri Extension	▪ Esri ArcGIS Desktop plugin, ArcGIS 10.x compatible
Oblique Analyst	▪ Web-Based Oblique Toolset to be deployed on Nassau County servers*
Metadata	▪ FGDC compliant metadata for the project in XML format
Format	▪ Files will be provided in an industry-standard format (e.g. GeoTiff, JPEG)
Deliverable Media	▪ Delivered on USB-2 External Hard Drives, or on DVD 2.0, 4.7 GB single sided (4.3 GB usable) disks ▪ FTP downloads can be made available for interim deliverables, such as pilot data sets
3D Change Map	▪ Elevation Difference Raster Image in Geotiff Format (2017 and 2019 only)

* The general specifications for the server to deploy the Oblique Analyst are:

- Windows Server 2008 or above
- 4 GB of RAM
- Enough hard drive space for the tile cache**
- Internet Information Server (IIS) 7 or above
- Microsoft .NET Framework version 4.0
- A directory containing Sanborn Oblique Imagery in MBTiles format (provided by Sanborn)**
- Camera and external orientation (EO) files containing metadata for the images (provided by Sanborn)
- Ensure access through the firewall
- Ensure admin access and permissions for IIS, web app, and tile cache

** The storage requirements for the imagery is below as estimated from previous projects Sanborn has completed; however, there is variation to the overall size and the actual needs might vary from the below estimates (data storage numbers are in terabytes with an assumed total project area of 362 Sq miles).

RQIT 14000157

	Imagery Only		Imagery + SOA (Cache)		SOA (Cache)
GSD (in)	JPEG	TIFF	JPEG	TIFF	
2.5	3	11.3	4.5	12.8	1.5
4	1.2	4.4	1.7	5	0.6

Nassau County will retain ownership of the delivered image files. Sanborn will also retain a right of ownership of the delivered image files.

Quality Assurance

As a company with ISO-certified quality control procedures, Sanborn will ensure that all deliverables provided to the County adhere to both high aesthetic quality and spatial accuracy standards. All production phases are quality controlled and documented.

Schedule and Fees

Fees Oblique Imagery, 2.5-inch GSD			
Year	2016	2017	2019
Base Cost with AT, change Detection	$ 213,435	$ 222,044.27	$ 232,148.69
Cost to Add Orthos	$ 76,662	$ 81,331	$ 86,284

Fees Oblique Imagery, 4-inch GSD			
Year	2016	2017	2019
Base Cost with AT, change Detection	$ 168,223	$ 174,078.33	$ 181,261.62
Cost to Add Orthos	$ 33,074	$ 35,088	$ 37,225

Schedule
To be negotiated, pursuant to award with an anticipated flight in January 2015.

This is a budget proposal only and does not commit Sanborn to perform the proposed project for the pricing provided. Final costs will be negotiated during any contract negotiations. Should you have technical questions or need clarification on any matter, please contact me at 914-738-1649 x 218 or cgenovese@sanborn.com. We appreciate the opportunity to submit this quotation and look forward to hearing from you.

Sincerely,

Chris Genovese

Chris Genovese
General Manager

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Old contract from 2015

Deliver To: DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POXT15000093
P.O. Date: 08/JUN/2015

FOB: DEST

Vendor: #133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 15/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

Item	Description	Quantity	Unit	Unit Price	Amount
001	962-52 MAPPING SERVICES, STANDARD	1.00	EA	199,274.0000	199,274.00

FEES OBLIQUE IMAGERY, 3.5" GSD BASE COST WITH AT, CHANGE DETECTION
.....

CHANGE DETECTION: THE SANBORN METHOD OF CHANGE DETECTION UTILIZED FOR BUILDING AND STRUCTURE CHANGES IS BASED ON PHYSICAL CHANGESTHAT OCCUR TO THOSE STRUCTURES.

AERIAL TRIANGULATION: SANBORN PERFORMS AERIAL TRIANGULATION ON ALL 5 IMAGES COLLECTED IN EVERY "IMAGE EVENT". THIS ALLOWS PRECISE MEASUREMENT TO BE PERFORMED IN ANY OF THE 5 IMAGES.

LICENSING: A KEY BENEFIT OF SANBORN'S OBLIQUE IMAGERY SOLUTION IS THEIR OPEN LICENSING POLICY. PURCHASE ALLOWS THE END USER TO DETERMINE HOW THE DATA IS USED AND SHARED THEIR RESPECTIVE USER COMMUNITY.

INDUSTRY STANDARD RASTER FILE FORMAT: PROVIDING THE DATA IN AN INDUSTRY STANDARD FORMAT FOR THE IMAGERY(I.E.:JPEG,GEOTIFF) ALLOWS FOR ADDITIONAL USE AS NEEDED IN ANY IMAGE VIEWING SOFTWARE.
.....
.....

DELIVER TO: NASSAU COUNTY DEPT. OF ASSESSMENT
ATTENTION: STEVE CORTE (516)571-3587
240 OLD COUNTRY ROAD, 4TH FL
MINEOLA, NY 11501

BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY 11501

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY OFFICE OF PURCHASING AT ONCE.

WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN "DELIVER TO" BOX.
SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

Adrienne J. Hollander
DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE M
WITHIN DOORS OF SHIP
DESTINATION

ADPICS GS P/O 2/99

PR-195.11/98

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Deliver To: DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 18/JUN/2015

FOB: DEST

Vendor: #133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

Item	Description	Quantity	Unit	Unit Price	Amount

DISCOUNT TERMS: 0% NET 30

TERMS:
THE COUNTY OF NASSAU (HEREINAFTER CALLED THE COUNTY) REPRESENTED BY THE DIRECTOR, OFFICE OF PURCHASING (HEREINAFTER CALLED THE DIRECTOR), AND THE INDIVIDUAL, PARTNERSHIP, JOINT VENTURE OR CORPORATION NAMED ABOVE (HEREINAFTER CALLED THE CONTRACTOR) MUTUALLY AGREE TO PERFORM THIS CONTRACT IN STRICT ACCORDANCE WITH THE GENERAL PROVISIONS ATTACHED HERETO AND THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED HEREIN.

.....

WORK TO BE PERFORMED FOR: ASSESSMENT DEPARTMENT
240 OLD COUNTRY RD
4TH FLOOR ATTENTION JIM DAVIS.
MINEOLA N. Y. 11501

.....

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * * * * * * * VENDOR CLAIM CERTIFICATION * * * * * * * * * * *

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 THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS

<< CONTINUED, NEXT PAGE >>

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IMPORTANT: READ CONDITIONS ON BACK HEREOF

IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY OFFICE OF PURCHASING AT ONCE.

WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN "DELIVER TO" BOX.
SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN HOURS OF SPECIFIED DESTINATION

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Deliver To:
DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 8/JUN/2015

FOB: DEST

Vendor:
#133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

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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

BY (SIGNATURE) TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**
*** BE RETURNED TO YOU UNPAID.**********
****

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.

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Appendix EE:
Equal Employment Opportunities For Minorities and Women
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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION
~~~~~~

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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Deliver To: DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 8/JUN/2015

FOB: DEST

Vendor: #133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1580

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

Item	Description	Quantity	Unit	Unit Price	Amount

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 & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002,entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.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 & 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,

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN "DELIVER TO" BOX. SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO: OFFICE OF PURCHASING, ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

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DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 8/JUN/2015

FOB: DEST

Vendor:
#133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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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/WBE's") 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/WBE's 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 Publics Works when made. A copy of the utilization plan and 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

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES IF INCLUDED MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

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PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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Deliver To: DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 09/JUN/2015

FOB: DEST

Vendor: #133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 25/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

Item	Description	Quantity	Unit	Unit Price	Amount

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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(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 is 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 the 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

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT. READ CONDITIONS ON BACK HEREOF

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OFFICE OF PURCHASING
ONE WEST STREET MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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Deliver To:
DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 30/JUN/2015

FOB: DEST

Vendor:
#130980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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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 impositions 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, 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 recommendtions, 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 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

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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OFFICE OF PURCHASING

The following purchase order or service contract ID number MUST appear on all packages, invoices, claims, and correspondence.

Deliver To: DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 18/JUN/2015

FOB: DEST

Vendor: #133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

Item	Description	Quantity	Unit	Unit Price	Amount

shall complete all forms provided by the Executive Director or 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 following term meanings shall apply:

"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.

"County Contract" shall mean (i)a written agreement or purchase

<< CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

IF YOU CANNOT DELIVER ON DATE SPECIFIED NOTIFY OFFICE OF PURCHASING ALONGE

WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR CLAIM VOUCHER OR CERTIFIED INVOICE ITEMIZING ALL CHARGES IN DETAIL TO ADDRESS IN "DELIVER TO" BOX

SEND ALL OTHER CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN HOURS OF SPECIFIED DESTINATION

PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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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 any other securities.

"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) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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

<< CONTINUED, NEXT PAGE >>

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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 the 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

<< CONTINUED, NEXT PAGE >>

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extent practicable given the time frame 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.

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

"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.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"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

<< CONTINUED, NEXT PAGE >>

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PURCHASE ORDER / SERVICE CONTRACT

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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DEPARTMENT OF INFORMATION TECHNOLOGY
240 OLD COUNTRY ROAD
5TH FLOOR
MINEOLA NY 11501

Purchase Order No.: POIT15000093
P.O. Date: 19/JUN/2015

FOB: DEST

Vendor:
#133980333
THE SANBORN MAP COMPANY, INC.
629 FIFTH AVENUE

PELHAM NY 10803
ATT: TIM SPAGNOLA
TEL: 914 738 1649
FAX: 914 738 1680

Delivery Date: 23/MAR/ 15

Buyer: LINDA A. MILLS
TEL: 516 571 4200

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

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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.

.....

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://sproc.nassaucountyny.gov/SupplierRegister

.....

AUTHORITY: QUOTATION & SCHEDULE OF FEES FROM CHRIS GENESE DATED 5/22/14. NYS COMPTRL OPIN 83-67.
RR # 42-2015 (A-11-2015)

<< CONTINUED, NEXT PAGE >>

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County of Nassau

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****

DOCUMENT TOTAL: 199,274.00

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DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION.

ADPICS GS P/O 2/99

PR-185.11/98 REV. 7/12

B-10-17

NIFS ID:S80019-03GR **Department: Public Works**

Capital: X

SERVICE: Stormwater Pump Station Upgrades Cedar Point Lake

Contract ID #:S80019-03GR NIFS Entry Date: 21-JUL-17 Term: from to

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: **Philip Ross Industries. Inc.**	Vendor ID#: **11-2707717**
Address: 200 Long Island Avenue Wyandanch, NY 11798-2916	Contact Person: Philip Carlucci
	Phone: 631-253-3077

Department:
Contact Name: Edward F. Visone
Address: NCDPW 3340 Merrick Road, Building R, 3rd Floor Wantagh, NY 11793
Phone: 516-571-7359

2017 AUG 11 P 2:51

Routing Slip

Department	**NIFS Entry: X**	**28-JUL-17 -- LDIONISIO**
Department	**NIFS Approval: X**	**09-AUG-17 -- CYANSICK**
DPW	**Capital Fund Approved: X**	**09-AUG-17 -- CYANSICK**
OMB	**NIFA Approval: X**	**11-AUG-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**10-AUG-17 -- MVOCATURA**
County Atty.	**Insurance Verification: X**	**11-AUG-17 -- NSARANDIS**
County Atty.	**Approval to Form: X**	**11-AUG-17 -- DGRIPPO**

Dep. CE	**Approval: X**	**28-AUG-17 -- CRIBANDO**
Leg. Affairs	**Approval/Review: X**	**16-AUG-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: General Construction Contract for the repair and mitigation of the Cedar Point Lake Storm Water Pump Station.
Method of Procurement: The construction contract was publicly bid.
Procurement History: The construction contract was publicly bid, with bids being opened January 10, 2017. Three (3) bids were received and the Department is recommending award to the lowest bidder (Philip Ross Industries, Inc.)
Description of General Provisions: General Construction Contract for the repair and mitigation of the Cedar Point Lake Storm Water Pump Station.
Impact on Funding / Price Analysis: Funding is available under Capital Project S80019-03GR
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	**80**
Resp:	**019**
Object:	**00004**
Transaction:	**CH**
Project #:	**80019**
Detail:	**001**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 3,890,000.00
Other	$ 0.00
TOTAL	**$ 3,890,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/80019/001/00004	$ 3,890,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 3,890,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Philip Ross Industries. Inc.

2. **Dollar amount requiring NIFA approval:** $3890000

   Amount to be encumbered: $3890000

   This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 540 days**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	Y

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

   General Construction Contract for the repair and mitigation of the Cedar Point Lake Storm Water Pump Station.

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 11-AUG-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

B10-17

RULES RESOLUTION NO -2017

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 PHILIP ROSS INDUSTRIES, 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 S80019-03GR, STORMWATER PUMP STATION UPGRADES – CEDAR POINT LAKE ["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 PHILIP ROSS INDUSTRIES, INC.

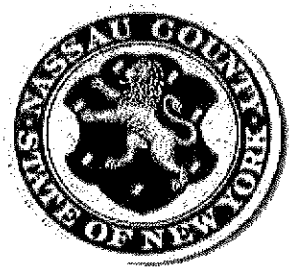
["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

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 Commissioner of the Department is representing that the total contract is estimated to be $ 3,890,000 now therefore be it

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.

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: **Philip Ross Industries, Inc.**

CONTRACTOR ADDRESS: **200 Long Island Ave, Wyandanch, NY 11798**

FEDERAL TAX ID #: **11-2707717**

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

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday [newspaper] on November 30, 2016 [date]. The sealed bids were publicly opened on January 10, 2017 [date]. Three (3) [#] 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 _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

4/15/17

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? 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: 8/8/17

Vendor: Philip Ross Industries

Signed:

Print Name: Philip Carlucci

Title: President

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

none

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

none

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

none nbo

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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

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

none

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

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

none

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.

Dated: ~~1/10/17~~ 8/8/17

Signed:

Print Name: Philip Carlucci

Title: president

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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.

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 Philip Carlucci

   Date of birth 4/24 /61

   Home address [redacted]

   City/state/zip [redacted]

   Business address 200 Long island ave

   City/state/zip Wyandanhc, NY 11798

   Telephone 631-253-3077

   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 6 / 24 / 84 Treasurer 6 /24 /84

   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 x NO ___ If Yes, provide details. 100% 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 x 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 x ; If Yes, provide details.

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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
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO x If Yes, provide 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? YES ___ NO x 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 x 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 x If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO x 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 x 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 _x_ 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 _x_ 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 _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? YES ____ NO _x_ 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 _x_ 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 _x_ 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, Philip Carlucci, 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 16 day of ~~Jan~~ AUG 20 17

STEPHANIE SELIN KELLERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Notary Public, No. 01SE6078492
Qualified in Suffolk County
My Commission Expires March 04, 2017

STEPHANIE KELLERMAN
Notary Public, State of New York
Reg. No. 01KE6359965
Qualified in Suffolk County
Commission Expires June 12, 2021

Philip Ross INdustries, Inc.
Name of submitting business

Philip carlucci
Print name

Signature

president
Title

~~1 / 10 / 17~~ 8/8/17
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).

Date: ~~1/10/17~~ 8/8/17

1) Proposer's Legal Name: Philip Ross INdustries, Inc.

2) Address of Place of Business: 200 Long Island Ave;Wyandanch, NY

List all other business addresses used within last five years:
none

3) Mailing Address (if different): _____

Phone : 631-253-3077

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-2707717

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No x If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes x No ___ If Yes, please provide details: Philip Ross Construction
Philip Ross Inc.,

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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 x No ___ If Yes, provide details. _____
see question 8

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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 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 x

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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 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 x If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No x; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No x If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: **If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

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

no conflict exists

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

no conflict exists

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

we would schedule a meeting with the county before it's an issue.

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; 1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
Philip Carlucci [redacted]

iii) Name, address and position of all officers and directors of the company;
Philip R Carlucci [redacted]

iv) State of incorporation (if applicable);

v) The number of employees in the firm; 20+

vi) Annual revenue of firm; $20 million

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 32 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 contracts for 2G,4G,5G ,6G and 10G

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 Nassau county DPW-East Hills PUmp Station

Contact Person Steve Hearl, H2M Group

Address

City/State

Telephone 631-756-8000

Fax #

E-Mail Address shearl@h2m.com

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Company Nassau vcounty DPW-Locust Valley pump station

Contact Person Phil campisi

Address

City/State

Telephone 516-579-5856

Fax #

E-Mail Address pcampisi@delgruinengineering.com

Company East Farmingdale water district-Plant 4

Contact Person Rich Humann, H2m Group

Address

City/State

Telephone 631-756-8000

Fax #

E-Mail Address rhumann@h2m.com

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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, Philip Carlucci, 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 ~~10~~ 8 day of ~~Jan~~ Aug 20_17

Notary Public
STEPHANIE SELIX KELLERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE4978492
Qualified in Suffolk County
My Commission Expires March 04, 2017

STEPHANIE KELLERMAN
Notary Public, State of New York
Reg. No. 01KE6359965
Qualified in Suffolk County
Commission Expires June 12, 2021

Name of submitting business: Philip Ross Industries Inc.

By: Philip Carlucci
Print name

Signature

pres.
Title

~~1 / 10 / 17~~
Date 8/8/17

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COUNTY OF NASSAU

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

1. Name of the Entity: Philip Ross Industries, Inc

Address: 200 Long Island Ave

City, State and Zip Code: Wyandanch, NY 11798

2. Entity's Vendor Identification Number: 11-2707717

3. Type of Business: ____Public Corp ____Partnership ____Joint 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 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):

Philip Carlucci [redacted]

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.

Philip Carlucci [redacted]

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

(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):

not applicable

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: ~~1/10/17~~ 8/8/17

Signed:

Print Name: Philip Carlucci

Title: pres.

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.

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 28, 2017

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: S80019-03GR

Title: CONTRACT S80019-03GR – STORMWATER PUMP STATION UPGRADES – CEDAR POINT LAKE

Bids received on: January 10, 2017

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **Philip Ross Industries, Inc.**, as the lowest responsible bidder with a total bid amount of **$3,890,000.00** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jh

REQUEST TO INITIATE RTI Number 16-0403

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☒ RFBC ☐ In-House or Requirements Work Order

Project Title: Cedar Point Lake Stormwater Pump Station Improvement

Department: Public Works Project Manager: Joseph Davenport Date: October 6, 2016

Service Requested: General Construction

Justification: To build a new elevated, storm resistant pump station to replace the current station damaged by Superstorm Sandy

Requested by: Water/Wastewater Engineering Unit Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $2,255,000.00
Circle appropriate phase

Total Project Cost: $3,000,000.00 Date Start Work: April 2017 Duration: 18 months
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES ✓ NO SIGNATURE DATE

Funding Allocation (Capital Project): 80019
See Attached Sheet if multiyear ☐

NIFS Entered: SIGNATURE 10/12/16 DATE AIM Entered: Deanna Furt SIGNATURE 2-10-17 DATE

Funding Code: 80019-001 Timesheet Code: 16-0403
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment
1. Philip Ross Inc.	$3,890,000	
2. Steps Contracting	$6,658,500	
3. RJ Industries	$7,210,400	
4.		

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature

Version January 2014

K:\ADMIN\Letters for Signature\Water Management\Perfetti\RTI for Cedar Point Lake SW Pump Station Construction Contract.doc

Gannett Fleming

Excellence Delivered As Promised

March 10, 2017

Joseph Davenport, P.E.
Chief Sanitary Engineer/Unit Head
Water/Wastewater Engineering Unit
Nassau County Department of Public Works
3340 Merrick Road, Building R, 3rd Floor
Wantagh, New York 11793

Re: Cedar Point Lake Stormwater Pump Station Improvements
Contract No. S80019-03G Bid Review

Dear Mr. Davenport:

This letter summarizes the bid results for the Cedar Point Lake Stormwater Pump Station Improvements project that were opened on January 10, 2017. Bids were submitted by three contractors:

Contractor	Lump Sum Bid Price
Phillip Ross Industries	$3,890,000
Stratis Contracting	$6,658,500
RJ Industries	$7,210,400

Nassau County Department of Public Works (NCDPW) provided a bid opening summary table (Attachment 1) along with a copy of the Bid Form packages for all bidders.

Gannett Fleming's (GF) opinion of probable construction cost estimate (OPC) was $3,468,611. The low bid by Phillip Ross Industries is 11% higher than the engineers' estimate. The higher bid cost could be a result of the number of bidders and the larger spread between the low bid and the 2 subsequent bidders. There may be a less than ideal bidding environment (contractor's have a lot of work) that also impacted the bid prices. The size of the project and complexity of the work near Cedar Point Lake (dewatering and coffer dam construction) also could add additional risk that may have a warranted high contractor markups.

The lowest bidder Phillip Ross Industries, submitted a responsive bid with a completed Bid Form package and provided responses to NCDPW's additional information request letter dated January 11, 2016. (Attachment 2). Bid information is summarized as follows:

Gannett Fleming Engineers, P.C.

Suite 300 • 100 Crossways Park West • Woodbury, NY 11797-2012
t: 516.364.4140 • f: 516.921.1565
www.gannettfleming.com

References

GF was able to contact three of the references provided by Phillip Ross Industries. The references support their claim of relevant experience with this type of work and indicated that they were satisfied with their work. The phone logs for the references are attached (Attachment 3).

Bid Bond

A bid bond in the amount of 10% of the bid amount was provided. The surety on the bond was provided by Liberty Mutual Insurance Company.

Summary

Gannett Fleming reviewed the documentation provided by Phillip Ross and attended the Pre-Award Conference on January 20, 2017 to determine the contractor's ability and capability to perform the work. Phillip Ross indicated that they can meet the contract specifications and satisfy the project schedule within their bid price. Our review of their qualifications indicates that Phillip Ross has the necessary experience and resources to complete the work. Based on this information, we believe that Nassau County should award the work to the lowest responsive bidder, Phillip Ross. This recommendation is based on further legal and administrative review of the bid packages by Nassau County.

Please call if you have any questions or require additional information.

Very truly yours,

GANNETT FLEMING ENGINEERS, P.C.

for

ANTHONY COSTELLO, P.E.
Project Manager

cc: E. Visone
S. Hadjiyane

ATTACHMENT 1

NCDPW BID OPENING SUMMARY TABLE

SB0019-OJGR - General Contracting
Stormwater Pump Station Upgrades-Cedar Point Lake

Bid Opening: 1/10/2017

Engineer: Edward Visone **Phone:** (516) 571-7359

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Philip Rose Industries, Inc.	300 Long Island Avenue Wyandanch, NY 11798	Liberty Mutual Insurance Comp	10% Acct Bid	$1,890,000.00	$0.00
Stantis Contracting Corp.	2 Corporate Drive Peekskill, NY 10566	Liberty Mutual Insurance Comp	10% Acct Bid	$6,658,500.00	$0.00
RJ Industries	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% Acct Bid	$7,210,400.00	$0.00

The above is a review of the bids and subsequent 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.

ATTACHMENT 2

PHILLIP ROSS INDUSTRIES
BID FORM PACKAGE AND RESPONSES TO NCDPW ADDITIONAL INFORMATION REQUEST LETTER DATED JAN 11, 2017

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 11, 2017

Philip Carlucci, President
Philip Ross Industries, Inc.
200 Long Island Ave
Wyandanch, New York 11798

Re: Additional Information
Contract No. S80019-03GR
Cedar Point Lake SW Pump Station Improvements

Dear Mr. Carlucci:

Philip Ross Industries, Inc., is the apparent low bidder for the subject contract; bids having been received on January 10, 2017. A Pre-Award Conference to determine your ability and capability to perform the work under this contract is scheduled for 10 a.m. on Friday January 20, 2017. In order to prepare for this meeting, the following items must be addressed and responses submitted to this office prior to the meeting. Please note that some of the information requested may already been submitted in your bid proposal. For those items which have already been submitted, when responding please note that they have been submitted with the proposal.

1. An adequate demonstration of financial responsibility, in the form of a Certified Financial Statement prepared by a Certified Public Accountant, to assure that your firm possesses adequate resource and availability of credit and means and ability to perform the project and procure insurance and bonds required for the project.

2. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of your firm, to the extent that any work to be performed is within the field of such licensed profession.

3. Disclosure of any and all OSHA violations within the previous three (3) years, as well as all notices of OSHA violations filed against your firm in the same three (3) year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

4. Disclosure of any and all violations within the previous five (5) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or national origin and/or violations of an employee's civil rights or equal employment opportunities.

5. Disclosure of any litigation (including copies of pleadings) in which your firm has been named as a defendant or third (3rd) party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five (5) years.

6. Disclosure of violations of the Prevailing Wage and Supplement Payment Requirements of the Labor Law and any other Labor Law provisions; including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years.

Re: Additional Information
Contract No. S80019-03GR
Cedar Point Lake SW Pump Station Improvements

7. Disclosure of violations of the Workers' Compensation Law; including, but not limited to, the failure to provide proof of Workers' Compensation or Disability Coverage and/or any lapses thereof.

8. Disclosure of any criminal convictions or criminal indictments, involving your firm, its officers, directors, owners and/or managerial employees within the past five (5) years.

9. Disclosure of any violations within the past five (5) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

10. Compliance with Local Laws No. 9-2002, 14-2002 and 3-2015 regarding registered and approved "Apprenticeship Training Programs for County Contracts".

11. Identification and description of any projects, within the previous five (5) years, that your firm was determined by a municipality not to be a responsible bidder; the reasons given by such municipality, therefore, together with an explanation thereof.

12. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

13. Description of your experience with Wastewater Treatment Plant projects of similar comparative size, complexity, and cost, performed within recent years, together with documentary evidence of such projects; the value of subcontracted work; and owner references.

14. Description of your proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

15. Identify all work to be subcontracted along with its value.

16. Submit PLA "Letters of Assent" (technical spec book sequential pg. 506).

17. Submit Stormwater Certification form (technical spec book sequential pg. 375)

18. Submit proposed M/WBE Utilization Plan (form attached herewith).

Should you have any questions, please contact the undersigned at (516) 571-7508, or via e-mail at jdavenport@nassaucountyny.gov.

Very truly yours,

Joseph L. Davenport, P.E.
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit

JLD:rp
Attachment
c: Edward Visone, Assistant Superintendent of Sanitary Construction
Stephen Hadjiyane, Gannett Fleming
Eric Mills, Hazen & Sawyer
Chris Leal, Arcadis

Costello, Anthony J.

Subject:	S80019-03GR CPL SW PS Pre-Award Mtg
Location:	CC WPCP R Bldg 3rd Fl Conf Rm
Start:	Fri 1/20/2017 10:00 AM
End:	Fri 1/20/2017 11:30 AM
Recurrence:	(none)
Meeting Status:	Accepted
Organizer:	Davenport, Joseph

Stephanie, please let Phil know of date & time of the meeting.

Eric/Chris, if someone else from the JV should attend, please pass along the meeting notice.

Thx,

PHILIP ROSS
INDUSTRIES

Jan 13, 2017

Mr. Joseph Davenport
Nassau County Dept of Public Works
1194 Prospect Ave
Westbury, NY 11590

Re: Cedar Point Lake Stormwater
Contract# S80019-03GR

Dear Mr. Davenport,

1) Attached is a copy of our 6/30/16 financial statement, prepared by the CPA firm, Grassi & Co, which demonstrates our financial ability to perform this project. Also attached is a proof of an existing line of credit at Astoria Bank for $4 million dollars. Also attached is a letter from our surety agent stating that we will be able to secure the required bonds for the project.

2) We have not had any suspensions or revocations against any officer of this company.

3) We have not had any OSHA violations within the last 3 years.

4) We have not had any violations in the last 5 years for any violations of labor laws towards any current or former employees.

5) We have not been a party to any claims for personal injury or wrongful death within the last 5 years.

6) We have not had any violation of the Prevailing Wage Law or any Labor Laws.

7) We have not had any violations of the Worker's Compensation Law.

8) We have not had any criminal convictions against any officers of this company within the last 5 years.

9) We have not had any environmental violations within the last 5 years for federal or state codes.

200 LONG ISLAND AVENUE, WYANDANCH, NY 11798-2018 PHONE: 631-253-3077 FAX: 631-253-0160 WEBSITE: PHILIPROSSIND.COM

10) We are in compliance with requirements for Apprenticeship Training Programs, and attached are current letters from unions attesting to this. This contract is covered with a PLA agreement and the Exhibit A "Letter of Assent" will be signed at the Contract Signing.

11) We have not been determined as "non responsible" for any project within the last 5 years.

12) We have not had any contracts that involved liquidated damages; litigation; fines or penalties. Please see our list of prior wastewater experience for contact names and phone numbers for specific projects.

13) Attached is a list of our prior experience specifically with wastewater treatment plants.

14) Approach to the work
Perform complete site clearing & demolition work.

Provide sheet piling cofferdam for construction of the new pump station.
Mass excavation & electrical building.
Supply & install auger cast piles for new pump station.
Supply & install drilled steel casissons for electrical structure.
Provide new cast in place concrete pump station.
New steel framing, gratings & railings.
Supply & install pre-engineered metal building for electrical enclosure.
Supply & install four submersible axial flow pumps with piping, instrumentation, controls, and associated equipment.
Rehabilitate the existing tide gate structure.
Provide electrical power equipment, conduits and cable for interconnecting of power, instrumentation and control.
Provide new asphalt driveway to pump station, electrical enclosure, and tide gate structure.

15) The major items to be subcontracted are the Electrical work $390,000; Piles & Sheeting $450,000 and the Concrete work $330,000 and Site clearing/Excavation $300,000

Please let us know if you require any additional information before you award the project. We look forward to another successful project with Nassau County.

Sincerely,

Phillip Carlucci
President

Liberty Mutual.

Liberty Mutual **Surety**

Liberty Mutual Insurance Company
Surety Claims Department, 1001 4th Avenue, Suite 1700
Seattle, WA 98154

January 13, 2017

County of Nassau
1194 Prospect Avenue
Westbury, NY 11590

Re: Philip Ross Industries, Inc.
Project: Stormwater Pump Station Upgrades. Cedar Point Lake, Nassau County, New York. Contract No.: S80019-03GR - General Construction

To Whom It May Concern:

It has been the privilege of Alliant Insurance Services, Inc. and Liberty Mutual Insurance Company to provide surety bonds on behalf of Philip Ross Industries, Inc. for over 25 years, during which time Philip Ross Industries, Inc. has performed and we have provided performance and payment bonds. In our opinion, Philip Ross Industries, Inc. remains properly financed, well equipped, and well managed. Accordingly, we are prepared to provide the required Performance and Payment Bonds to Philip Ross Industries, Inc. should they be awarded a satisfactory contract

At the present time, Liberty Mutual Insurance Company provides a $50,000,000.00 aggregate surety program to Philip Ross Industries, Inc. As always Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us to our client

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A, XV by A.M. Best Company.

Very Truly Yours,

Susan Lupski
Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7592309

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardin; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Mia Woo-Warren; Michelle Wannamaker; Nelly Renchiwich; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of January, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of January, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 29, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JAN 13 2017 day of _____, 20_____.

By: Renee C. Llewellyn, Assistant Secretary

LMS_12873_082016

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 8:00 am and 4:30 pm EST on any business day.

ATTACHMENT 3

PHONE LOG REFERENCES

NCDPW
CEDAR POINT LAKE
STORMWATER PUMP STATION IMPROVEMENTS
GF PROJECT # 47876

CONTRACTOR REFERENCE INQUIRY NO.1

Date of call: 2-24-2016

Contractors Name: Phillip Ross Industries, Inc.

Contractor Reference: Locust Valley Pump Station
Locust Valley, NY
Nassau County

Spoke With: Philip Campesi
Debruin Engineering
631-620-3177

Project Scope: New Wastewater Pump Station

QUESTIONS / RESPONSES

Question 1: *How would you rate the overall performance of the Contractor from 1 to 10--- with 10 being the highest possible recommendation?*

Response 1: 7.5

Question 2: *Did the contractor seek change orders for every miscellaneous item, or were his change order requests associated with field conditions that differed from information provided to him?*

Response 2: Field conditions

Question 3: *Did the Contractor complete the work on schedule?*

Response 3: Yes

Question 4: *Did the Contractor complete the work within budget?*

Response 4: Yes

Question 5: *Please rate the staff/superintendent that the Contractor had on site with 10 being the highest recommendation.*

Response 5: 8

Question 6: *Did the Contractor require or ask for a time extension?*

Response 6: No

Question 7: *Were the shop drawing submittals adequate or were there a lot of back and forth submittals?*

Response 7: Satisfactory

Question 8: *Did the contractor work as part of a team or was there an adversarial relationship?*

Response 8: Satisfactory

Question 9: *Would you retain the Contractor for another project?*

Response 9: Yes

Question 10: *Did the Contractor need to prepare a MOPO to keep the facility operating during construction and if so how did the Contractor perform? Were there any issues.*

Response 10: No

Question 11: *Do you have any additional comments concerning the Contractor's performance?*

Response 11: No.

NCDPW
CEDAR POINT LAKE
STORMWATER PUMP STATION IMPROVEMENTS

GF PROJECT # 47876

CONTRACTOR REFERENCE INQUIRY NO.2

Date of call: 2-24-2016

Contractors Name: Phillip Ross

Contractor Reference: Digester Gas Valves
Cedar Creek WPCP
Nassau County NY

Spoke With: Philip Campesi
Debruin Engineering
631-620-3177

Project Scope: Replace Digester Valves/Piping

QUESTIONS / RESPONSES

Question 1: *How would you rate the overall performance of the Contractor from 1 to 10--- with 10 being the highest possible recommendation?*

Response 1: 9

Question 2: *Did the contractor seek change orders for every miscellaneous item, or were his change order requests associated with field conditions that differed from information provided to him?*

Response 2: Field conditions

Question 3: *Did the Contractor complete the work on schedule?*

Response 3: Yes

Question 4: *Did the Contractor complete the work within budget?*

Response 4: Yes

Question 5: *Please rate the staff/superintendent that the Contractor had on site with 10 being the highest recommendation.*

Response 5: 7

Question 6: *Did the Contractor require or ask for a time extension?*

Response 6: No

Question 7: *Were the shop drawing submittals adequate or were there a lot of back and forth submittals?*

Response 7: Satisfactory

Question 8: *Did the contractor work as part of a team or was there an adversarial relationship?*

Response 8: Satisfactory

Question 9: *Would you retain the Contractor for another project?*

Response 9: Yes

Question 10: *Did the Contractor need to prepare a MOPO to keep the facility operating during construction and if so how did the Contractor perform? Were there any issues.*

Response 10: No

Question 11: *Do you have any additional comments concerning the Contractor's performance?*

Response 11: No.

NCDPW
CEDAR POINT LAKE
STORMWATER PUMP STATION UPGRADES

GF PROJECT # 47876

CONTRACTOR REFERENCE INQUIRY NO.3

Date of call: 2-24-2017

Contractors Name: Philip Ross Industries, Inc.

Contractor Reference:
- Great Neck North Water Authority - Packed Tower Aeration System, Community Drive
- Town of North Hempstead, Pt. Washington Water District – Nitrate Removal System, Well 4
- Town of Hempstead, Roosevelt Field Water District – GAC Treatment at Well 7
- Stewart Manor, Salisbury Ave. – Swimming Pool Rehabilitation
- Town of Hempstead, Roosevelt Field Water District – Packed Tower Aeration System at Well 12, Corporate Drive, Westbury
- Town of Hempstead, Levittown Water District – Packed Aeration System at Well 2A, Old Farm Road

Spoke With:
- Bill Merklin
- D&B Engineers and Architects, P.C.
- 516-364-9890

Project Scope: Various

QUESTIONS / RESPONSES

Question 1: *How would you rate the overall performance of the Contractor from 1 to 10--- with 10 being the highest possible recommendation?*

Response 1: 9

Question 2: *Did the contractor seek change orders for every miscellaneous item, or were his change order requests associated with field conditions that differed from information provided to him?*

Response 2: Field conditions

Question 3: *Did the Contractor complete the work on schedule?*

Response 3: Yes

Question 4: *Did the Contractor complete the work within budget?*

Response 4: Yes

Question 5: *Please rate the staff/superintendent that the Contractor had on site with 10 being the highest recommendation.*

Response 5: 6-8

Question 6: *Did the Contractor require or ask for a time extension?*

Response 6: For a couple projects where additional work was required.

Question 7: *Were the shop drawing submittals adequate or were there a lot of back and forth submittals?*

Response 7: Submittals were great.

Question 8: *Did the contractor work as part of a team or was there an adversarial relationship?*

Response 8: Part of a team.

Question 9: *Would you retain the Contractor for another project?*

Response 9: Yes, definitely.

Question 10: *Did the Contractor need to prepare a MOPO to keep the facility operating during construction and if so how did the Contractor perform? Were there any issues.*

Response 10: No written MOPO, but contractor met all requirements.

Question 11: *Do you have any additional comments concerning the Contractor's performance?*

Response 11: Been working with them over past 20 years. They deliver successful projects.

NCDPW
CEDAR POINT LAKE
STORMWATER PUMP STATION UPGRADES

GF PROJECT # 47876

CONTRACTOR REFERENCE INQUIRY NO.4

Date of call:	2-28-2017
Contractors Name:	Philip Ross Industries, Inc.
Contractor Reference:	City of Long Beach, NY - Emergency Repairs to Water Pollution Control Plant
Spoke With:	Mark Rauber Cameron Engineering & Associates 516-827-4900
Project Scope:	New influent flow meter system, new level control system, replace sluice gate actuators and clarifier drive shafts, wet well inlet piping, sludge mixing pumps, electrical tie-ins.

QUESTIONS / RESPONSES

Question 1: *How would you rate the overall performance of the Contractor from 1 to 10--- with 10 being the highest possible recommendation?*

Response 1: 7-8

Question 2: *Did the contractor seek change orders for every miscellaneous item, or were his change order requests associated with field conditions that differed from information provided to him?*

Response 2: Field conditions

Question 3: *Did the Contractor complete the work on schedule?*

Response 3: Yes

Question 4: *Did the Contractor complete the work within budget?*

Response 4: Yes

Question 5: *Please rate the staff/superintendent that the Contractor had on site with 10 being the highest recommendation.*

Response 5: 6-7

Question 6: *Did the Contractor require or ask for a time extension?*

Response 6: No, maybe just an extra month or two for close-out/punch list.

Question 7: *Were the shop drawing submittals adequate or were there a lot of back and forth submittals?*

Response 7: Satisfactory

Question 8: *Did the contractor work as part of a team or was there an adversarial relationship?*

Response 8: Part of a team.

Question 9: *Would you retain the Contractor for another project?*

Response 9: Yes.

Question 10: *Did the Contractor need to prepare a MOPO to keep the facility operating during construction and if so how did the Contractor perform? Were there any issues.*

Response 10: Required MOPOs were typically discussed verbally or written as part of meeting minutes, not written out formally.

Question 11: *Do you have any additional comments concerning the Contractor's performance?*

Response 11: Worked with them on a lot of projects. Satisfactory rating.

C16-029

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: November 2, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Cedar Point Lake Storm Water Pump Station Upgrades
Proposed Contract No: S80019-03GR

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:
General Construction services for the reconstruction and storm mitigation measures for the Cedar Point Lake Storm Water Pump Station

2. The work involves the following:
The contract is to provide the necessary labor and materials for a new concrete PS structure, including the installation of new axial flow pumps, and all associated electrical, mechanical instrumental and controls.

3. An estimate of the cost is: $3,500,000

4. An estimate of the duration is: Eighteen (18) months

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:WSN:JLD:rp
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
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Water/Wastewater Engineering Unit
Att: Joseph L. Davenport, Unit Head

FROM: Office of the Commissioner

DATE: December 2, 2016

SUBJECT: CSEA Sub-Contracting Approval
S800190-03GR - General Construction for Reconstruction and Storm Mitigation for Cedar Point Lake Pump Station.
C16-029

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract C16-029. Pursuant to Section 32-3 of the CSEA/County C.B.A. the CSEA has withdrawn the alternate.

Please prepare the necessary contract advisement to encumber funding for this work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions please speak with Jonathan Lesman.

Kenneth G. Arnold
Assistant to Commissioner

KGA:las
c Richard P. Millet, Chief Deputy Commissioner
Loretta Dionisio, Hydrogeologist II ✓
Jonathan Lesman, Management Analyst II

K:\Support Staff\Author\Lesman, Jonathan\CSEA C16-029 J. Davenport.jl.doc

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

STORMWATER PUMP STATION UPGRADES
CEDAR POINT LAKE
NASSAU COUNTY, NY

Contract No. S80019-03GR

GENERAL CONSTRUCTION

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.

Name of Bidder: Philip Ross INdustries, Inc.

Bidder: corporation
(Individual, Firm or Corporation, as case may be)

Bidder's Business Address: 200 Long Island Ave;Wyandanhc, NY

Telephone: 631-253-3077 Date of Bid: 1/10/17

Fax: 631-253-0180 E-Mail:

++ NO TEXT ON THIS PAGE ++

PROPOSAL

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: NY

Name and Residence of President: Philip Carlucci

[redacted]

Name and Residence of Vice-President: _____

_____

Name and Residence of Secretary: _____

_____

Name and Residence of Treasurer: _____

_____

++ NO TEXT ON THIS PAGE ++

GENERAL

THE BIDDER AFFIRMS AND DECLARES:

1. 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.

2. 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 contractor or otherwise.

4. That no officer or 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 personal investigations and research, 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 labor, 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.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the 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 Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

++ NO TEXT ON THIS PAGE ++

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. 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

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S80019-03GR

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID PRICE DOLLARS	AMOUNT BID PRICE CENTS
G-LS-I	Lump Sum	Base Bid for Base Bid for furnishing all Labor, Materials and Equipment required for all Construction work at Cedar Point Lake Pump Station as specified and shown on the drawings, complete and ready for operation. Three million, Eight hundred twenty nine Thousand DOLLARS CENTS	N/A	N/A	3,829,000	–
G-A-I	Allowance	For furnishing all labor, materials, equipment and incidentals for additional miscellaneous work. (Section 01020) Fifty Thousand No DOLLARS CENTS	N/A	N/A	$50,000	00
G-UP-1	60 Cubic Yard	For furnishing all labor, materials, equipment, and incidentals for the dredging, loading, transport, and proper disposal of dredged materials as required to install the new pump station. one hundred DOLLARS CENTS	100	–	6,000	–
G-UP-2	1	For furnishing all labor, materials, equipment, and incidentals to completely uninstall and reinstall the temporary bulkhead located at the tide gate structure if required by NCDPW. Five Thousand – DOLLARS CENTS	5,000	–	5,000	–

++ NO TEXT ON THIS PAGE ++

PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S80019-03GR

ITEM NO.	APPOXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
		TOTAL BASE BID (Bid Item Nos. G-LS-1 thru G-UP-2 inclusive) $ 3,840,000 TOTAL BASE BID (Bid Item Nos. G-LS-1 thru G-UP-2): MUST BE WRITTEN IN WORDS: three million Eight hundred sixty Thousand DOLLARS Dollars & zero cents CENTS				

++ NO TEXT ON THIS PAGE ++

ALLOWANCES: It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. G-A-1: An allowance of $50,000 for Miscellaneous Additional Work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01200 – Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID: 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.

++ NO TEXT ON THIS PAGE ++

PROPOSAL

MAJOR EQUIPMENT ITEMS: 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
11215	Submersible Turbine Pumps	Flowtech, Goulds, Aurora, Peerless pumps or equal
13120	Electrical Enclosure	Square D, Hoffman, Wiegmann or equal
16482	Motor Control Centers	Siemens, Square D or equal

NO TEXT ON THIS PAGE

PROPOSAL

IRAN DIVESTMENT ACT – CERTIFICATION

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/docs/ListofEntities.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 Energy 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 Iran 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_ a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership 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 penalty 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/Date

Philip Carlucci, pres.
Print Name and Position

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal 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 X

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)

Philip : Ross INdustries, Inc
(Name of Business)

NO TEXT ON THIS PAGE

PROPOSAL
GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Bidder: Philip Ross Industries, Inc
(Individual, Firm or Corporation, as case may be)

Individual's Social Security No.: _____

Federal ID No: 11-2707717

Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: _____ Date: 1/10/17
(Signature of Individual, Partner or Corporate Officer)

(Print): Philip Carlucci Title: pres.

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

++ NO TEXT ON THIS PAGE ++

PROPOSAL
GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

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

_____Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of_____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

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

_____Being duly sworn, deposes and says:
That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of_____20_____.

_____
Notary Public

++ NO TEXT ON THIS PAGE ++

PROPOSAL
GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

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

Philip Carlucci Being duly sworn, deposes and says:
That he resides at Melville, NY, that he is the pres
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
This 10 day of Jan 20 17.

Notary Public

STEPHANIE SELIX KELLERMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE4978492
Qualified in Suffolk County
My Commission Expires March 04, 2017

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PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S80019-03GR

ITEM NO.	APPROX. QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	AMOUNT BID PRICE DOLLARS	AMOUNT BID PRICE CENTS
G-LS-1	Lump Sum	Base Bid for Base Bid for furnishing all Labor, Materials and Equipment required for all Construction work at Cedar Point Lake Pump Station as specified and shown on the drawings, complete and ready for operation. Three million, Eight hundred and twenty nine Thousand DOLLARS CENTS	N/A	N/A	3,829,000	–
G-A-1	Allowance	For furnishing all labor, materials, equipment and incidentals for additional miscellaneous work. (Section 01020) Fifty Thousand DOLLARS No CENTS	N/A	N/A	$50,000	00
G-UP-1	60 Cubic Yard	For furnishing all labor, materials, equipment, and incidentals for the dredging, loading, transport, and proper disposal of dredged materials as required to install the new pump station. One hundred DOLLARS CENTS	100	–	6,000	–
G-UP-2	1	For furnishing all labor, materials, equipment, and incidentals to completely uninstall and reinstall the temporary bulkhead located at the tide gate structure if required by NCDPW. Five Thousand DOLLARS – CENTS	5,000	–	5,000	–

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PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S80019-03GR

ITEM NO.	APPOXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
		TOTAL BASE BID (Bid Item Nos. G-LS-1 thru G-UP-2 inclusive) $ 3,890,000 TOTAL BASE BID (Bid Item Nos. G-LS-1 thru G-UP-2): MUST BE WRITTEN IN WORDS: Three million Eight hundred ninety Thousand DOLLARS Dollars & zero cents CENTS				

++ NO TEXT ON THIS PAGE ++

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 or 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.

Philip Carlucci, pres. 1/10/17

Name and Title of Authorized Representative m/d/yy

Signature Date

Philip Ross Industries, Inc.

Name of Organization

200 Long Islan d Ave , Wyanndanch, NY 11798

Address of Organization

OJP 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 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.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 32

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 32

   b. as a Subcontractor 3e2

3. List below the construction projects your firm has under way as of this date:

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

see attached list

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

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

see attached list

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? no
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? no
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? no
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? no
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? no
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? no
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? no
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

none

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

none

10. In what other lines of business are you financially interested?

none

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Philip Carluci	pres.	35+	all phases	owner

(use additional blank sheets if additional space is necessary)

12. 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 Capacity, Year, etc.	Years of Service	Present Location
	see attached list		

(use additional blank sheets if additional space is necessary)

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

13. 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.

not applicable

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Philip Ross Industries, Inc.
200 Long Island Avenue
Wyandanch, NY 11798
(631) 253-3077

CERTIFIED NY STATE DEPT OF ENVIRONMENTAL CONSERVATION
WELL DRILLER SINCE 1997 (LICENSE # 1776)

PROJECT REFERENCES

PROJECT:	Wellhead Treatment at Plant 5
LOCATION:	Locust Valley, NY
OWNER:	Locust Valley water District
CONTACT:	Dustin Rigos (631) 756-8000
VALUE:	$1,289,000
COMPLETED:	6/15
DESCRIPTION:	Install GAC treatment system for VOC removal. Includes 2 GAC vessels; valves; associated piping & construction of Building extension to house the treatment system.

PROJECT:	Emergency Repairs to Water Pollution Control Plant
LOCATION:	Long Beach, NY
OWNER:	City of Long Beach
CONTACT:	Mark Rauber (516) 827-4900
VALUE:	$1,513,670
COMPLETED:	12/15
DESCRIPTION:	Removals of existing equipment; install new influent flow Meter system; install level control system; replace sluice gate actuators & clarifier drive shafts; wet well inlet piping; sludge mixing pumps; electrical tie ins.

PROJECT:	GAC Treatment facility
LOCATION:	Levittown, NY
OWNER:	AGVIQ/ US Navy/ CH2M HILL
CONTACT:	Jim Nicotri 781-585-5724
VALUE:	$2,534,000
COMPLETED:	7/15
DESCRIPTION:	Removals of all existing equipment; install GAC vessels; Waste tank; process pipe & valves; backwash pumps; chemical Systems; pressure testing; tie in to natural gas lines; rebuild Well pumps & motors.

PROJECT:	Improvements to Waste Water Pollution Plant
LOCATION:	Greenport
OWNER:	Inc. Village of Greenport
CONTACT:	Rich Hults (516) 364-9880
VALUE:	$6,180,000
COMPLETED:	Completed 8/12
DESCRIPTION:	Dewater existing sludge facilities; install concrete Tanks; BNR system; new screening facilities; Ultra-Violet light disinfection systems; sludge holding tanks; aerobic holding tank; new clarifier internals.

PROJECT:	VOC Treatment at Plant 1
LOCATION:	South Farmingdale, NY
OWNER:	South Farmingdale Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$6,747,000
COMPLETION:	Completed 7/11
DESCRIPTION:	Site work; removals; cast in place concrete; new VOC & Iron treatment bldg; air stripper & iron removal vessels; Mechanical piping; blowers & pumps; HVAC; metals.

PROJECT:	Packed Tower Aeration System
LOCATION:	Community Drive
OWNER:	Water Authority of Great Neck North
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$4,578,000
COMPLETED:	Completed 6/13
DESCRIPTION:	Install packed aeration system; well pumps; piping; Control systems; site work; chemical equipment; asphalt; Sodium hypochlorite system; electrical.

PROJECT:	Construction of Locust Valley Sewer Pump Station
LOCATION:	Locust Valley
OWNER:	Nassau County
CONTACT:	Phil Campisi (516) 579-5856
VALUE:	$1,695,000
COMPLETED:	Completed 6/11
DESCRIPTION:	Site clearing; construction pump bldg; comminutor & pumps; piping; wet well; fuel tank; odor control; Flow elements; electrical; HVAC; plumbing & start up

PROJECT:	Digester Cover Gas Valve Improvements
LOCATION:	Cedar Creek Water Pollution Plant
OWNER:	Nassau County
CONTACT:	Bob Petersen (516) 571-7389
VALUE:	$440,000
COMPLETED:	Completed 6/11
DESCRIPTION:	Replace valves & digester plugs in 9 digesters; Repair Lightening Protection systems; replace Stair assemblies as needed.

PROJECT:	Granular Activated Carbon System
LOCATION:	Plant 7- Contract G & P
OWNER:	So Huntington water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,638,000
COMPLETED:	Completed 1/14
DESCRIPTION:	Removals; construction pump station bldg.; install GAC treatment facility; fuel tank; chemical treatment System; disinfection; GAC vessels; piping

PROJECT:	Nitrate Removal at Plant 8
LOCATION:	Hicksville
OWNER:	Hicksville Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,405,000
COMPLETED:	Completed 4/10
DESCRIPTION:	Site Clearing; Fencing; Landscaping; Concrete; Masonry; Carpentry; Waterproofing; Painting; Airstripping System; Chemical Monitoring; Mechanical Piping

PROJECT:	Nitrate Removal System
LOCATION:	Well 4
OWNER:	Town of North Hempstead & the Pt Washington water Dis.
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,404,000
COMPLETED:	Completed 3/13
DESCRIPTION:	Construction of nitrate system bldg.; paving; replace diesel Engine; concrete; solenoid valves; GAC vessel coating;pumps

PROJECT:	VOC Removal at Plant 4
LOCATION:	East Farmingdale, NY
OWNER:	Town of Babylon
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$2,051,000

COMPLETION: Completed 4/11
DESCRIPTION: Removals; new treatment bldg; mechanicals for New bldg; HVAC system; new chemical treatment System; site work; air stripping tower & assoc. equip

PROJECT: GAC Filter at Plant 15
LOCATION: South Huntington
OWNER: South Huntington Water District
CONTACT: Rich Humann (631) 756-8000
VALUE: $2,045,608
COMPLETED: Completed 2/10
DESCRIPTION: Site work; Concrete; Masonry; Stairs; Carpentry; Waterproofing; Modular Absorption System; Caustic; Chemical Monitoring Equip; Mechanical Piping; Electric.

PROJECT: GAC Treatment at Well 7
LOCATION: Roosevelt Field Water District
OWNER: Town of Hempstead
CONTACT: Bill Merklin (516) 364-9880
VALUE: $1,186,000
COMPLETION: Completed 4/11
DESCRIPTION: Replace well pump; construct new carbon treatment bldg; All mechanical piping & fittings; HVAC; new carbon absorption system.

PROJECT: VOC Removal at Plant 11
LOCATION: Greenlawn
OWNER: Greenlawn Water District
CONTACT: Rich Humann (631) 756-8000
VALUE: $1,197,000
COMPLETED: Completed 9/09
DESCRIPTION: Site clearing; Concrete; Masonry; Metals; Carpentry; Modular adsorption system; Mechanical; Electric.

PROJECT: Airstripping for VOC Removal at Well1&2
LOCATION: Franklin Square
OWNER: Franklin Square Water District
CONTACT: Rich Humann (631)- 756-8000
VALUE: $1,347,000
COMPLETED: Completed 8/09
DESCRIPTION: Site Clearing; excavation; paving; concrete; site Water lines; disinfection; leaching pool; landscaping; Floor coating; turbine pumps; air stripping tower; piping.

PROJECT:	GAC Treatment for VOC Removal at Well 7
LOCATION:	Garden City, NY
OWNER:	Inc Vlg of Garden City
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$592,345
COMPLETED:	11/08
DESCRIPTION:	Site clearing; site water lines; fencing; seeding; concrete; Structural steel; metals; water treatment system; carbon; Piping; modular absorption system; painting.

PROJECT:	GAC Treatment for VOC Removal at Plant 11
LOCATION:	Hicksville, NY
OWNER:	Hicksville Water District
CONTACT:	Thomas Carrahill (631) 756-8000
VALUE:	$560,000
COMPLETED:	10/08
DESCRIPTION:	Site clearing; trenching; concrete; fencing; structural steel; Modular absorption system; carbon; piping; valves

PROJECT:	Swimming Pool Rehabilitation
LOCATION:	Salisbury Ave.
OWNER:	Inc. Village of Stewart Manor
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,378,075
COMPLETED:	6/08
DESCRIPTION:	Replace filter bldg; concrete decks; pool gutter; Landscaping; retaining wall; piping; paving; pool liner; Refreshment stand; drainage structures; ventilation.

PROJECT:	Packed Tower Aeration System at Well 12
LOCATION:	Corporate Dr., Westbury
OWNER:	Town of Hempstead & Roosevelt Field Water District
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,402,236
COMPLETED:	11/07
DECRIPTION:	Modify existing pump; construct new aeration bldg; Install packed tower; pumps & blowers; electrical; Control system; ventilation system.

PROJECT:	Perchlorate Removal at Well BDG-1
LOCATION:	Plainview Rd
OWNER:	Bethpage Water District
CONTACT:	Rich Humann (631) 756-8000
VALUE:	$1,178,000

COMPLETED:	8/08
DECRIPTION:	Well head treatment; Site work; Concrete: Masonry; Waterproofing; Modular Iron Exchange System; Piping

PROJECT:	Packed Aeration System at Well 2A
LOCATION:	Old Farm Rd
OWNER:	Town of Hempstead & Levittown Water District
CONTACT:	Bill Merklin (516) 364-9880
VALUE:	$1,100,000
COMPLETED:	12/05
DESCRIPTION:	Replace well pump& motor; build aeration bldg & clearwell; install packed tower; piping; booster pump; Ventilation equipment.

PROJECT:	Airstripping for VOC removal at Plant 2
LOCATION:	Whitson Rd
OWNER:	Plainview Water District
CONTACT:	Tony Trombino (631) 756-8600
VALUE:	$2,300,000
COMPLETED:	5/07
DESCRIPTION:	Install air stripping tower; grading; piping; precast concrete; Fencing; landscaping; masonry; concrete; carpentry; metal work; vertical turbine pumps; HVAC; backflow prevention.

PHILIP ROSS INDUSTRIES, INC.
200 LONG ISLAND AVE
WYANDANCH, NY 11798

Quantity	Make	Model	Equipment	Serial #
1	Hitachi	EX200LC	Hydraulic Excavator	14767886
1	Hitachi	EX50	Hydraulic Excavator	1BUP240227
1	Ideco	MES2500	Hydraulic Breaker	1157
1	JCB	1700B	Backhoe	333427
1	'87 Ford	555B	Backhoe	C773880
1	Ditch Witch	6510	Trencher	430807
1	Godwin	WP200	8" Well Point Pump	91488870
1	Godwin	WP200	8" Well Point Pump	90572275
1	Vermeer	88	Trencher	
1			Forklift	
1	Skidsteer	960	Loader	563128N
5			Office Trailers	
1	Grove		18 Ton Iron Crane	69708RT418
1	Cat	DC3XL	Dozer Crawler	4TS1013
1	Volvo	L120C	Loader	10924
3	Interstate	14RBS	Tag along Trailers	
1	Hitachi	2X35U5	Compact Excavator	

14. In what manner have you inspected this proposed work? Explain in detail.

Per plans & specs

(use additional blank sheets if additional space is necessary)

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

Per plans & specsx

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

Philip Carlucci

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
g.l.	Harleysville Ins	2 mill	11/16-11/17
auto	Harleysville Ins	1 mill	11/16-11/17
workers comp	state ins fund	statutory	12/16-12/17
umbrella	Navigators ins	10 mill	11/16-11/17

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Philip Carlucci

[redacted]

Employment:

1984 – Present Philip Ross Industries, Inc., Wyandanch, NY- President and Project Manager

Experience:

- Sole owner responsible for all phases and departments of company
- Supervisor of all field and administrative personnel
- Project management and coordination.
- Oversight of bids and estimating department in order to continually improve win ratios.
- Sales meetings and making presentations to current and potential customers.
- Oversight of billing and accounting department.
- Field engineering & interpretation engineering blueprints & specifications to identify and describe work scope changes.
- Setting the profit margin for the project and responsible to track job progress, schedule and material costs.
- Attend project meetings with the owners and engineers continually communicating with the various parties and reacting to their needs in a timely manner.
- Oversight of implementation of new technologies and software both in the office and in the field.
- Supervision of all project managers and subcontractor relationships.

Skill Areas:

- Excellent communication skills, both verbal and written.
- Proven engineering/project management skills.
- Ability to identify, prioritize, delegate and conduct appropriate follow up on all variations of project phases.
- Strong planning & organizational skills.
- OSHA oversight and compliance.

- Identify project costs and devise creative alternate solutions/options to common industry obstacles with saved the company time and money.
- Developed relationships with qualified, reliable & competitive subcontractors and vendors.

Education:

State University of NY- Farmingdale Campus
Associates in Business Administration- 1983

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Philip Ross Industries Inc
Address (street/city/state/zip code):	200 Long Island Ave, Wyandanch NY 11798
Authorized Representative (name/title):	S. Kellerman, controller
Authorized Signature:	Stephen Keller
Contract Number:	631-253-3077
Contract/Project Name:	Cedar Point Lake
Contract/Project Description:	

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	3,890,000		
Total MBE Dollar Amount	437,000	MBE Contract Percentage	10%
Total WBE Dollar Amount	341,000	WBE Contract Percentage	10%
Total Combined M/WBE Dollar Amount	778,000	Combined M/WBE Contract Percentage	20%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: PARK AVE BLDG SPLY Address: 2120 ATLANTIC AVE City: BKLYN State/Zip Code: NY 11233 Authorized Representative: Telephone No. 718-403-0100	Building & carpentry supplies	Amount ($): 90,000 Award Date:	Start Date: Completion Date:
Name: Fortune Construction Address: 1857 Gleason Ave City: Bronx, State/Zip Code: NY 10472 Authorized Representative: Alvin Cepeda Telephone No. 718-430-6888	metal Bldg	Amount ($): 164,000 Award Date:	Start Date: Completion Date:
Name: NY PLBG SPLY Address: 933 Columbus Ave City: NY State/Zip Code: NY 10025 Authorized Representative: Joan Price Telephone No. 212-678-4900	pipe & fittings	Amount ($): 70,000 Award Date:	Start Date: Completion Date:

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: MACE CONTRACTING Address: 35 BOWMAN RD City: New Rochelle State/Zip Code: NY 10801 Authorized Representative: V. BLAUE Telephone No. 914-576-0606	PUMPS + GATES	Amount ($): 150,000 Award Date:	Start Date: Completion Date:
Name: Architectural Sign Address: 145 Meacham Ave City: Elmont State/Zip Code: NY 11003 Authorized Representative: Telephone No.	SIGNS	Amount ($): 3,000 Award Date:	Start Date: Completion Date:
Name: Andrew Jones Photography Address: 135-06 Dennis St City: Jamaica State/Zip Code: NY 11434 Authorized Representative: Andy Jones Telephone No. 917-755-8177	JOB SITE PHOTOS	Amount ($): 10,000 Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Dann Construction Co Address: 870 Sylvan Ave City: Bayport State/Zip Code: NY 11705 Authorized Representative: Maureen Carcatti Telephone No. 631-419-1801	Excavation	Amount ($): 218,000 Award Date:	Start Date: Completion Date:
Name: Process Control Systems Address: 41 Plymouth St City: Fairfield State/Zip Code: NJ 07004 Authorized Representative: Telephone No. 973-575-7464	Instrumentation + controls	Amount ($): 5,000 Award Date:	Start Date: Completion Date:
Name: Rod Busters Inc Address: 36 Broadmoor Lane City: Westbury State/Zip Code: NY 11590 Authorized Representative: Andrea Telephone No. 516-333-7604	Rebar	Amount ($): 60,000 Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: CASSONE LEASING Address: 1950 Lake Land Ave City: RONKONKOMA State/Zip Code: NY 11779 Authorized Representative: Telephone No. 631-585-7800	site trailers	Amount ($): 28,000 Award Date:	Start Date: Completion Date:
Name: METRO-FAB SPLY Address: 15 Fairchild CT City: Plainview State/Zip Code: NY 11803 Authorized Representative: Telephone No. 516-349-7373	pipe & fittings	Amount ($): 10,000 Award Date:	Start Date: Completion Date:
Name: Avila Co Address: 116 Fairfield Rd City: Fairfield State/Zip Code: NJ 07004 Authorized Representative: Lucy Pelc-Mas Telephone No. 973-575-6377	schedules	Amount ($): 20,000 Award Date:	Start Date: Completion Date:

E-170-17

Contract ID:CQAT15000002 Department: County Attorney

Capital:

SERVICE: Special Counsel

NIFS ID #:CLAT17000026 NIFS Entry Date: 06-JUL-17 Term: from 01-JAN-18 to 31-DEC-18

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: **Bee Ready Fishbein Hatter & Donovan LLP**	Vendor ID#: **113299284**
Address: 170 Old Country Road Mineola, NY 11501	Contact Person: Peter Bee, Esq.
	Phone: 516-746-5599

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 516-571-3034

2017 JUL 21 P 12:19
NASSAU COUNTY ATTORNEY

Routing Slip

Department	**NIFS Entry: X**	**10-JUL-17 -- JDELLE**
Department	**NIFS Approval: X**	**13-JUL-17 -- JDELLE**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**14-JUL-17 -- RDALLEVA**
County Atty.	**Insurance Verification: X**	**13-JUL-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**13-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**24-JUL-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**14-JUL-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an amendment to an existing outside counsel contract. Counsel provides legal services to several County departments with regard to labor and employment matters. This amendment is to exercise one of the available options to renew the contract by extending the term for one year, and increasing the maximum amount by $900,000.

Method of Procurement: Contract amendment. Please see procurement history below.

Procurement History: A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County was established. Be Ready Fishbein Hatter & Donovan, LLP was added to this panel. The firm was selected from the panel based on the firm (specifically Peter Bee) expertise, experience, and qualifications in the area of labor and employment law. The firm, specifically attorney Peter Bee, served as the County's chief labor negotiator and special labor counsel from 1980 through 2002, and have previously contracted with the County for the services described in the attached contract.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $0.01 ($900,000 increase, but no initial encumbrance pursuant to the terms of this Amendment. The increase of $900,000 brings the total maximum amount payable under the contract to $3,600,000).

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**AT**
Resp:	**1100**
Object:	**DE502**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.01
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

Contract ID	Date	Amount

RULES RESOLUTION NO. – 2017

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 BEE READY FISHBEIN HATTER & DONOVAN, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Bee Ready Fishbein Hatter & Donovan, LLP 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 authorizes the County Executive to execute the said amendment to an agreement with Bee Ready Fishbein Hatter & Donovan, LLP

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: Bee Ready Fishbein Hatter & Donovan, LLP (CLAT17000026)

CONTRACTOR ADDRESS: 170 Old Country Road, Mineola, NY 11501

FEDERAL TAX ID #: 113299284

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on March 21, 2015, and amended on April 29, 2016 and January 19, 2017. 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 a request for qualifications was issued and a panel of firms qualified to provided legal services for the County was established. Bee Ready Fishbein hatter & Donovan, LLP was added to this panel. The firm was selected from the panel based on the firm and specifically Peter Bee's expertise, experience, and qualifications in the area of labor and employment law. The firm and the County previously agreed to a blended hourly rate, which provides for a slightly higher hourly rate for an associate (in comparison to the associate panel hourly rate) and a slightly lower hourly rate for a partner and of counsel (in comparison to the top partner and of counsel panel hourly rates), which was accepted by the County given the firm's expertise and prior contract hourly rates.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

VIII. 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. ☐ 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

7/7/17

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Client#: 5244 BEEREADY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2017

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

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

PRODUCER
NFP P&C Services, Inc
45 Executive Drive
Plainview, NY 11803
516 327-2700

CONTACT NAME:
PHONE (A/C, No, Ext): 516 327-2700 FAX (A/C, No): 516-327-2800
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chicago Insurance Company	22810
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bee Ready Fishbein Hatter & Donovan, LL
170 Old Country Road
Mineola, NY 11501

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers' Professional Liab			LWB02400723	12/07/2016	12/07/2017	$5,000,000	

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

CERTIFICATE HOLDER

Nassau County
1550 Franklin Ave
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Albert B. Wilkins

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

FRIENDS OF ED MANGANO

FRIENDS OF MARAGOS

MAUREEN O'CONNELL FOR COUNTY CLERK

FRIENDS FOR NORMA GONSALVES

FRIENDS OF LAURA CURRAN

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.

Vendor: BEE READY FISHBEIN HATTER & DONOVAN

Dated: 5/9/17

Signed:

Print Name: PETER A. BEE

Title: PARTNER

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 Peter A. Bee

   Date of birth 02 / 28 / 1952

   Home address 60 Poplar Street

   City/state/zip Garden City, NY 11530

   Business address 170 Old Country Rd., Ste. 200

   City/state/zip Mineola, NY 11501

   Telephone 516-746-5599

   Other present address(es) See attached (1)

   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) Partner - 1977 to Present

3. Do you have an equity interest in the business submitting the questionnaire?
   YES x NO ___ If Yes, provide details. 40%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES x NO ___ If Yes, provide details. As partner, personally liable on firm obligations.

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 x NO ___; If Yes, provide details. See attached (2).

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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.) NO.

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 _X_ 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 _X_ 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 _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? YES ____ NO _X_ 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 _X_ 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 _X_ 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, PETER A. BEE, 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 8th day of May 2017

Notary Public

MARIA G. FERRI
Notary Public, State of New York
No. 01FE4908627
Qualified in Nassau County
Commission Expires December 12, 2017

Bee Ready Fishbein Hatter & Donovan, LLP
Name of submitting business

PETER A. BEE
Print name

Signature

Partner
Title

05 / 08 / 17
Date

Peter A. Bee – Attachment to Principal Questionnaire Form

(1) 2806 SE Fairway Way
Stuart, FL

150 Ocean Road
Ocean Beach, NY

(2) Vice President
50% Owner
Executive Settlement Company LLC
170 Old Country Road, Ste. 200
Mineola, NY 11501

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 Peter M. Fishbein

   Date of birth 12 /21 /1953

   Home address 324 Wheatley Road

   City/state/zip Old Westbury, NY 11568

   Business address 170 Old Country Road, Ste. 200

   City/state/zip Garden City, NY 11501

   Telephone 516-746-5599

   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 ___/___/___ Approx. 01.01.2003

   Vice President ___/___/___ ____ ___/___/___

   (Other) Managing Partner of Law Firm

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 20%

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 X 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 X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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.) NO

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, PETER M. FISHBEIN, 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 8th day of May 20 17

Notary Public

MARIA G. FERRI
Notary Public, State of New York
No. 01FE4908627
Qualified in Nassau County
Commission Expires December 12, 2017

Bee Ready Fishbein Hatter & Donovan, LLP
Name of submitting business

Peter M. Fishbein
Print name

Signature

Managing Partner
Title

5 / 8 / 17
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 Richard P. Ready

   Date of birth 08 /22 / 1958

   Home address 5 Somerset Place

   City/state/zip Syosset, NY 11791

   Business address 170 Old Country Road, Ste. 200

   City/state/zip Mineola, NY 11501

   Telephone 516-746-5599

   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 ___/___/___ Approx. 1995

   Vice President ___/___/___ _____ ___/___/___

   (Other) Senior Partner

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. A 40% interest in the Law Firm.

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 X 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 X NO ___; If Yes, provide details. Executive Settlement Company, LLC - 50% 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? YES ___ NO _x_ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _X_ If Yes, provide 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? YES ___ NO _X_ 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 _X_ 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.) NO

   a) Is there any felony charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ 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 _X_ 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 _X_ 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 _X_ 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 _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? YES ____ NO _X_ 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 _X_ 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 _X_ 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, RICHARD P. READY, 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 8th day of May 20 17

Notary Public

MARIA G. FERRI
Notary Public, State of New York
No. 01FE4908627
Qualified in Nassau County
Commission Expires December 12, 2017

Bee Ready Fishbein Hatter & Donovan, LLP
Name of submitting business

Richard P. Ready
Print name

Signature

Senior Partner
Title

05 / 08 / 17
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/08/17

1) Proposer's Legal Name: Bee Ready Fishbein Hatter & Donovan, LLP

2) Address of Place of Business: 170 Old Country Rd., Ste. 200, Mineola, NY, 11501

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): Same

Phone : 516-746-5599

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-3299284

6) The proposer is a (check one): ____ Sole Proprietorship X Partnership ____ Corporation ___ Other (Describe) Limited Liability Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: Executive Settlement Company, LLC

8) Does this business control one or more other businesses? Yes __ No X 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 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 X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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 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 X

If Yes, provide details for each such conviction _____, N/A

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists except for instances wherein this firm represents a co-defendant in litigation, and a cross-claim against the County may be appropriate. In all such cases, this office would obtain a waiver from*

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.
The firm utilizes both a manual and computer based program to review for any conflict of issue questions.

*respective clients before proceeding.

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, Peter M. Fishbein, 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 8th day of May 20 17

Notary Public

MARIA G. FERRI
Notary Public, State of New York
No. 01FE4908627
Qualified in Nassau County
Commission Expires December 12, 20 17

Name of submitting business: Bee Ready Fishbein Hatter & Donovan, LLP

By: Peter M. Fishbein
Print name

Signature

Managing Partner
Title

05 / 08 / 17
Date

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; Originally formed 1977, as "Law Office of Peter A. Bee." Subsequently became Bee & DeAngelis; then "Bee, DeAngelis & Eisman;" and in 2002 "Bee Ready Fishbein Hatter & Donovan, LLP."

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached

iii) Name, address and position of all officers and directors of the company; see attached

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 30

vi) Annual revenue of firm; $5 million +

vii) Summary of relevant accomplishments see attached

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

B. Indicate number of years in business. 36

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 Town of Hempstead

Contact Person William Sammon

Address One Washington St., Town Hall Plazq

City/State Hempstead, NY 11550

Telephone 516-489-2506

Fax # _____

E-Mail Address _____

Company Inc. Village of Garden City

Contact Person Mayor Nicholas Episcopia

Address 351 Stewart Avenue

City/State Garden City, NY 11530

Telephone 516-465-4000

Fax # 516-742-5223

E-Mail Address

Company Village of Freeport

Contact Person Howard Colton

Address 46 N. Ocean Avenue

City/State Freeport, NY 11520

Telephone 516-377-2393

Fax #

E-Mail Address

Our Firm

Bee Ready Fishbein Hatter & Donovan, LLP currently maintains 16 attorneys and employs approximately the same number of support staff. We utilize a team approach to our practice areas, with individual attorneys joined into "practice groups," and with each practice group concentrating in just a few areas of law. At least one partner oversees each practice group, including the group assigned to municipal law. Our practice groups include not only municipal law (an area of concentration), but also general litigation (in both state and federal court), business, estates, appeals and real estate.

The firm was originally founded by Peter A. Bee in 1980 after he served ten years with Nassau County Government (ending as the Municipal Law Bureau Chief of the County Attorney's Office). As Municipal Law Bureau Chief, Mr. Bee was responsible to act as the General Legal Advisor for all of the departments and divisions of County Government, as well as for any municipal entity in Nassau County which requested the assistance of that Office. As demonstrated by his volunteer service as a Trustee and Mayor in his home village of Garden City (1993-2009), he continues to have a strong personal interest in village government.

At present, the firm's municipal group consists of Mr. Bee, the firm's Managing Partner Peter M. Fishbein, Partner Kenneth A. Gray, Partner William C. De Witt, Associate Stephen Martir, Associate Andrew Preston, and Associate Philip Butler.

The attorneys in our municipal group have broad experience and background in municipal law, having represented local governments at virtually all levels in New York. We are therefore well versed in general municipal law. In addition to acting as Special Counsel to numerous municipalities around Long Island (particularly on labor/employment & civil service matters), we have acted as General Counsel to a variety of municipal entities, e.g., the villages of Centre Island, Manorhaven, Lawrence, Garden City, Great Neck & Ocean Beach, as well as the Special Districts of Port Washington Water District and Roslyn Water District). In that capacity we routinely attend Board of Trustees' meetings, review agendas and minutes, draft local legislation, review municipal contracts (resolving related questions of competitive bidding, Wicks Law compliance, Prevailing Wages, etc.), prosecute in village court, advise village officials regarding their powers and duties, advise on zoning legislation, defend Article 78 proceedings, and litigate claims in the NYS Division of Human Rights, and state and federal courts.

Our clients have also included municipal entities at the State (e.g., N.Y.S. Liquidation Bureau, Metropolitan Transportation Authority, Long Island Power Authority, N.Y. Racing Association, et al.), County (Nassau and Suffolk), Town (Hempstead, Brookhaven, Islip), City (Glen Cove and Long Beach), Village (e.g., Bayville, Farmingdale, Freeport, Lawrence, Garden City, Lynbrook, Ocean Beach, et al.), Library (Glen Cove, Malverne, Great Neck), and Special District (various Fire Departments, Sanitation Districts, etc.) levels.

Additionally, it may be of interest to note that Mr. Bee is a former member of the Executive Board of the Nassau County Village Officials Association ("NC VOA"), and that our firm currently acts as Counsel to the Suffolk County Village Officials Association ("SC VOA") and the Suffolk County Superintendents of Highway Association ("SC SHA").

We believe we are well qualified to represent the County of Nassau. Resumes for individual attorneys in our Municipal Section are attached.

PETER A. BEE
60 Poplar Street
Garden City, New York

PROFESSIONAL:

BEE READY FISHBEIN HATTER & DONOVAN, LLP
170 Old Country Road
Mineola, New York 11501
1980 - Present
Founding Partner
Within general practice Firm handling all phases of law, concentrate in management-side Municipal and Labor/Employment law. Directly supervise the Firm's unit handling representation of public and private employers in collective bargaining, employment law, and related litigation (arbitral, administrative and judicial). Practice includes acting as Counsel to various private and public sector enterprises, advising them on all aspects of federal and state labor/employment laws, including collective bargaining, FMLA, ADA, FLSA, HIPAA, Privacy and Civil Service. Routinely appear before NLRB and PERB, as well as NY SDHR and US EEOC. Responsible for FLSA compliance and defense of related litigations in state and federal court.

NASSAU COUNTY ATTORNEY
1 West Street
Mineola, New York 11501
1974 - 1980
Bureau Chief of Municipal Law Division
Researched all general municipal law matters; advised County Department heads on all personnel matters; handled all phases of County's labor and employment-related litigation; and negotiated and drafted all collective bargaining agreements.

NASSAU COUNTY BOARD OF SUPERVISORS
1 West Street
Mineola, New York 11501
1970 - 1974
Research Assistant
Researched municipal law, prepared legislative agendas, reviewed municipal contracts and drafted local legislation.

EDUCATION:

J.D. St. John's University School of Law, Jamaica, New York (1976)
B.A. St. John's University, Jamaica, New York (1973)

PROFESSIONAL:

Admitted:	New York 1977 and Florida 1976
Admitted:	United States 2d Cir. Court of Appeals 1987; Southern and Eastern Districts of New York 1977
Former Committee Chairman:	Nassau County Bar Association Labor Law Committee
Contributing Author:	N.Y.S. Bar Association Textbook (First Edition) Public Sector Employment Law in New York State
Former President:	L.I. Chapter, Labor and Employment Relations Association (f/k/a Industrial Relations Research Association)
Speaker:	Various professional associations and legal fora

CIVIC:

Member, Winthrop University Hospital Institutional Review Board
Counsel, Suffolk County Village Officials Association
Counsel, Suffolk County Superintendents of Highways Association
Former Village Trustee and Mayor, Village of Garden City
Former Trustee, Garden City Board of Education
Former Trustee, Molloy College
Past Secretary, Garden City Kiwanis

RICHARD P. READY
5 Somerset Place
Syosset, NY 11791

EXPERIENCE:

1995 to present BEE READY FISHBEIN HATTER & DONOVAN, LLP.
Mineola, New York
Partner with general practice firm, responsible for the firm's prosecution in Village Court as well as the Real Estate Department. Supervises all litigation matters at the firm, including the oversight of representation of numerous national insurance carriers in the area of negligence defense, no-fault litigation, subrogation claims, and SUM claims.

1993 to 1995 READY & RIEFF, ESQS. Garden City, New York
Partner with general practice firm, responsible for the firm's Litigation and Real Estate Departments. Duties include all phases of civil and commercial litigation, including all PIIPD plaintiff and defendant representation in Supreme Court trials.

1988 to 1993 BEE & EISMAN, ESQS.
Partner with general practice firm. Responsible for the operation of the firm's Litigation Department. Duties include all phases of civil and commercial litigation with an emphasis in personal injury defense.

1985 to 1988 LAW OFFICE OF ALLAN G. STAM Huntington, New York
Law Clerk for general practice firm. Duties included motion practice, legal research and writing; assisted in settlement negotiations; preparation of witnesses for depositions and trial.

1984 to 1985 LAW OFFICE OF KENNETH J. READY Mineola, New York
Researching and drafting memoranda of law in all areas of civil litigation.

EDUCATION: ST. JOHN'S UNIVERSITY SCHOOL OF LAW
Jamaica, NY
J.D., June 1987
STATE UNIVERSITY OF NEW YORK AT POTSDAM
New York, Bachelor of Arts, May 1982

PROFESSIONAL: Admitted to practice in New York State
Member:

- Nassau County Bar Association
- New York State Bar Association
- American Bar Association
- Mineola Chamber of Commerce
- Courthouse Kiwanis Club
- Columbian Lawyers Association
- American Trial Lawyer Association

PETER M. FISHBEIN
324 Wheatley Road
Old Westbury, NY 11568

EXPERIENCE:

BEE READY FISHBEIN HATTER & DONOVAN, LLP
Mineola, New York
Fall 1995 to Present
Managing Partner.
Overall management responsibility for functioning of an eighteen attorney law firm. Duties and responsibilities also include all phases of federal and state civil litigation and counsel concentrating on municipal, civil service and employment law, business and corporate law, election law and motion practice.

UNITED STATES COURT OF APPEALS, FOURTH CIRCUIT
Richmond, VA
Summer 1994
Intern to Hon. Sam J. Ervin III
Duties and responsibilities included research and the drafting of memoranda and opinions on cases involving tax and estate issues, contracts, and various criminal matters.

HOFSTRA UNIVERSITY
Hempstead NY
1988-1993
Vice President for University Personnel and Student Services
Participated in all short and long term planning as a member of the President's Cabinet. Negotiated labor contracts and administered compensation program. Reviewed and revised recruitment and personnel documents. Analyzed projections of marketing strategies, cost benefits of new insurance programs and revenue projections.

Associate Provost for Planning and Budget
1987-1988
Planned and monitored budgets of sixty departments with total funds exceeding $30 million.

Director of Financial Aid
1979- 1987
Managed University scholarship budget of $7 million and state and federal fines exceeding $25 million. Via consultancy with the U.S. Department of Education, trained more than 400 high school counselors. Instituted public relations campaign with high schools.

EDUCATION:

ST. JOHN'S UNIVERSITY SCHOOL OF LAW Jamaica, NY
J.D. Cum Laude

HOFSTRA UNIVERSITY, Hempstead, NY
M.B.A. in Managerial Accounting

LONG ISLAND UNIVERSITY, Greenvale, NY
B.S. in Management

PROFESSIONAL:

Admitted to practice law in New York State, U. S. District Court -EDNY

COUNTY OF NASSAU

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

1. Name of the Entity: Bee Ready Fishbein Hatter & Donovan, LLP

Address: 170 Old Country Rd., Ste. 200

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-3299284

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____LLP____Other (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):

Peter A. Bee, 60 Poplar Street, Garden City, NY, 11530

Richard P. Ready, 5 Somerset Place, Syosset, NY, 11791

Peter M. Fishbein, 324 Wheatley Road, Old Westbury, NY, 11568

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 No. 4 above

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.

Executive Settlement, LLC

170 Old Country Road, Ste. 200

Mineola, NY 11501

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

(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: 5/9/17

Signed:

Print Name: Peter A. Bee

Title: Partner

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.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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) Bee Ready Fishbein Hatter & Donovan, LLP, with an office located at 170 Old Country Road, Mineola, New York 11501 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT15000002 between the County and Counsel, executed on behalf of the County on March 21, 2014, amended by amendment one (1), County contract amendment number CLAT16000003, executed on behalf of the County on April 29, 2016, and as amended by amendment two (2), County contract amendment number CLAT16000041, executed on behalf of the County on January 19, 2017 (the "Original Agreement"), Counsel provides legal services, acting as Special Labor Counsel to the Nassau County Attorney in the area of Labor Relations Law and Employment Law, 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 January 1, 2015 until December 31, 2017, 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 one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Million Seven Hundred Thousand Dollars ($2,700,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) renewal options by extending the Original Term and increasing the Maximum Amount.

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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Nine Hundred Thousand Dollars ($900,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Three Million Six Hundred Thousand Dollars ($3,600,000.00) (the "Amended Maximum Amount").

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

term of this Amended Agreement. Counsel further acknowledges that there shall be no encumbrance under this amendment. Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BEE READY FISHBEIN HATTER & DONOVAN, LLP

By:_____
Name: Peter A. Bee
Title: Partner
Date: 5/9/17

NASSAU COUNTY

By:_____
Name: Carnell Foskey
Title: County Attorney
Date: 7/7/17

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive

☐ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

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

On the 4th day of May in the year 2017 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 Nassau; that he or she is the Peter A. Bee, Partner of Bee Ready Fishbein Hatter & Donovan LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARIA G. FERRI
Notary Public, State of New York
No. 01FE4908627
Qualified in Nassau County
Commission Expires December 12, 2017

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

On the 7th day of July in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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 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

E-17-17

Contract ID:CQHS17000138 **Department: Human Services**

Capital:

SERVICE: Community Based MH Local Assistance

NIFS ID #:CQHS17000138 NIFS Entry Date: 28-JUN-17 Term: from 01-JAN-17 to 31-DEC-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **South Nassau Communities Hospital**	Vendor ID#: **11-1352310**
Address: One Healthy Way Oceanside, NY 11572	Contact Person: Mr. Richard Murphy CEO
	Phone: 516-632-3939

Department:
Contact Name: Geri Appel
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-7088

2017 JUL 31 P 12:28
NASSAU COUNTY LEGISLATURE

Routing Slip

Department	**NIFS Entry: X**	**06-JUL-17 -- GAPPEL**
Department	**NIFS Approval: X**	**10-JUL-17 -- BHALL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**12-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**10-JUL-17 -- MKAKOL**
County Atty.	**Insurance Verification: X**	**10-JUL-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**10-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**17-JUL-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**13-JUL-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

Method of Procurement: Service delivery is awarded in accordance with the Department¿s state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law. The department is required to adhere to the state aid schedule.

Procurement History: Provider is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act.

Description of General Provisions: This contract provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health program services, for individuals, groups, families, and children.

Impact on Funding / Price Analysis: This is a New York State and County funded program.

Change in Contract from Prior Procurement: NONE

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**10**
Resp:	**1501**
Object:	**511**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 50,100.00
Federal	$ 0.00
State	$ 50,100.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 100,200.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGEN1501/DE511	$ 100,200.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 100,200.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** South Nassau Communities Hospital

2. **Dollar amount requiring NIFA approval:** $100200

   Amount to be encumbered: $100200

   This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 2017**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: Continuation of 2016 Mental HEALTH Services

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		State % 50
		County % 50

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

   To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CHPW16000013	27-JUL-16	1169890

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 12-JUL-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

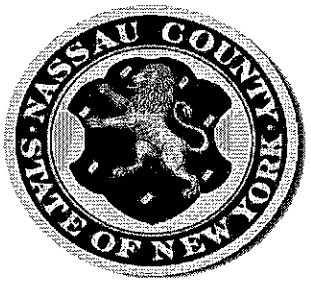
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND SOUTH NASSAU COMMUNITIES HOSPITAL

WHEREAS, the County has negotiated a personal services agreement with South Nassau Communities Hospital to provide mental health services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with South Nassau Communities Hospital.

CQHS17000138

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: South Nassau Communities Hospital

CONTRACTOR ADDRESS: One Healthy way, Oceanside, NY 11572

FEDERAL TAX ID #: 11-1352310

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Jim Dolan (BL)

Department Head Signature

6/28/17

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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.

Vendor: South Nassau Communities Hospital

Dated: 1/9/17

Signed:

Print Name: Mark A. Bogen

Title: Senior Vice President & CFO

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 Richard J. Murphy, President and Chief Executive Officer

   Date of birth 08 / 20 / 51

   Home address 23 Hillcrest Road, Crystal Brook Park P.O. Box 390

   City/state/zip Mt. Sinai, NY 11766

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3939

   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 09 / 04 / 12 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer 09 / 04 / 12 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X 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 X 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 X NO ___;
   If Yes, provide details. SECRETARY, HEALTCARE ASSOC. OF N.Y. STATE ALBANY, NY.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details. ~~N/A~~ None

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Richard J. Murphy _____, 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 11th day of January 20 17

Cynthia A. Gentile
Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

South Nassau Communities Hospital
Name of submitting business

Richard J. Murphy
Print name

Signature

President and CEO
Title

1 / 11 / 17
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 William E. Allison

   Date of birth 07 / 11 / 52

   Home address 310 Bay Drive

   City/state/zip Massapequa, NY 11758

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-4420

   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 ___/___/___ ___/___/___

   (Other) Chief Operating Officer 10 / 02 / 15

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO x 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 x 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 x NO ___; If Yes, provide details. Chair of Oceanside Counseling Center

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 _x__ NO ___ If Yes, provide details. New York State OASAS

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _ NO __x__ If Yes, provide 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? YES ___ NO _x__ 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 __x_ 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 _x__ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO __x_ If Yes, provide details for each such charge.

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e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _x__ 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 _x__ 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 __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? YES ____ NO _x__ 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 _x__ 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 __x_ 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, William E. Allison, 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 16th day of December 2016

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Barbara J. Helsinger
Notary Public

SOUTH NASSAU COMMUNITIES HOSPITAL
Name of submitting business

WILLIAM ALLISON
Print name

Signature

CHIEF OPERATING OFFICER
Title

12 / 16 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Mark Bogen

   Date of birth 05/23/56

   Home address 2 Elkland Road

   City/state/zip Melville, NY 11747

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3965

   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 _01___/__02__/__08__ 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.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _ NO ✓ If Yes, provide 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 ✓ 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. 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.

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, Mark Bogen, 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 24th day of March 20 17

Cynthia A. Gentile
Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

South Nassau Communities Hospital
Name of submitting business

Mark Bogen
Print name

Signature

SVP & CFO
Title

03/24/17
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 Edward Scott

   Date of birth 05 / 02 / 66

   Home address 47 West Walnut Street

   City/state/zip Long Beach, NY 11561

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3939

   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 06 / 20 / 16

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO x 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 x 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 x NO ___; If Yes, provide details. I served as Chief Investment Officer and General Counsel to UrbanAmerica Advisors, LLC through October 2014.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _ NO _x__ If Yes, provide 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? YES ___ NO _x__ 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 _x__ 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.) No.

   a) Is there any felony charge pending against you? YES ___ NO __X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _x__ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _x__ 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 _x__ 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 _x__ 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 _x__ 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 _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? YES ____ NO _x__ 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 _x__ 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 _x__ 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, EDWARD SCOTT, 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 10th day of APRIL 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

South Nassau Communities Hospital
Name of submitting business

Edward Scott
Print name

Signature

Secretary, Board of Directors
Title

4 / 10 / 17
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 Joseph J. Fennessy

   Date of birth 07 / 19 / 50

   Home address 188 Willis Court

   City/state/zip Wantagh, NY 11793

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3965

   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 10 / 02 / 12 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 X 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 X 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 X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _ NO _X_ If Yes, provide 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? YES ___ NO _x_ 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 _X_ 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 _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ 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 _X_ 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, JOSEPH J. FENNESSY, 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 5th day of APRIL 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

South Nassau Communities Hospital
Name of submitting business

Joseph J Fennessy
Print name

Signature

Chairman, Board of Directors
Title

4 / 5 / 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/15/16

1) Proposer's Legal Name: South Nassau Communities Hospital

2) Address of Place of Business: 1 Healthy Way Oceanside, NY 11572

List all other business addresses used within last five years:
None

3) Mailing Address (if different): NO

Phone : 516-632-3939

Does the business own or rent its facilities? both

4) Dun and Bradstreet number: 050595933

5) Federal I.D. Number: 11-1352310

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) 501c3

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes X No __ If Yes, please provide details: physician practices

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Oceanside Counseling Center and physician practices

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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 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 X

If Yes, provide details for each such conviction none

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

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

no conflict exists

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

no conflict exists

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

see attached

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: Please see enclosed.

i) Date of formation; 1928

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

iii) Name, address and position of all officers and directors of the company; See attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 3600

vi) Annual revenue of firm; $400m

vii) Summary of relevant accomplishments See attached brochure

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

B. Indicate number of years in business. Since 1928

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

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 NYS OMH

Contact Person Roseann Avella

Address Long Island Field Office, Pilgrim PC, Building 45-3

City/State 998 Crooked Hill Road West Brentwood, NY 11717

Telephone 631-761-2886

Fax #

E-Mail Address roseann.avella@omh.ny.gov

Company Office of Mental Health, Chemical Dependency & Developmental Disabilities Services

Contact Person James R. Dolan, Jr, DSW, LCSW

Address 60 Charles Lindbergh Blvd., Suite 200

City/State Uniondale, NY 11553

Telephone 516-227-7057

Fax # 516-227-7076

E-Mail Address james.dolan@hhsnassaucounty.us

Company Senior Care Emergency Medical Services

Contact Person Frank Martinez

Address 700 Havemeyer Avenue

City/State Bronx, NY 10473

Telephone 646 488 6776

Fax #

E-Mail Address fmartinez@seniorcare ems.net

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, Mark Bogen, 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 9th day of JANUARY 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Name of submitting business: South Nassau Communities Hospital

By: Mark A. Bogen
Print name

Signature

Senior Vice President & CFO
Title

01/09/2017
Date

Richard J. Murphy, President and Chief Executive Officer 23 Hillcrest Road Crystal Brook Park P.O. Box 390 Mt. Sinai, NY 11766	
William E. Allison, Senior Vice President and Chief Operating Officer 310 Bay Drive Massapequa, NY 11758	
Mark A. Bogen, Senior Vice President and Chief Financial Officer 2 Elkland Road Melville, NY 11747	
Joseph J. Fennessy, CPA, Chairman 188 Willis Court Wantagh, NY 11793	John F. Aloia, M.D. 39 Nassau Boulevard Garden City, NY 11530
Edward Scott, Secretary 47 W. Walnut Street Long Beach, NY 11561	David Bonagura 77 Maple Avenue, Apt. 305 Rockville Centre, NY 11570
Peter C. Breitstone 54 Lloyd Lane Lloyd Harbor, NY 11743	Anthony Cancellieri 506 Raymond Street Rockville Centre, NY 11570
John Catalano 38 Wood Lane Lattington, NY 11560	Marilyn Cohen 1325 Adams Road Hewlett Harbor, NY 11557
Mihai Dimancescu, M.D. 226 Rose Street Freeport, NY 11520	Lowell Frey 85 Redwood Drive East Hills, NY 11576
Jeffrey Frisch, CPA 2494 Walters Court Bellmore, NY 11710	Steven Gold 253 Adams Road Hewlett Harbor, NY 11557
Harry Kassel 1301 Azure Place Hewlett Harbor, NY 11557	Bernard Kennedy 93 Garden City Avenue Point Lookout, NY 11569
Wayne Lipton 130 Broadway Rockville Centre, NY 11570	Harold Mahony, Esq 118 Garfield Place Freeport, NY 11520
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SOUTH NASSAU COMMUNITIES HOSPITAL

CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

POLICY AND PROCEDURE

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I. OVERVIEW

A. Purpose. South Nassau Communities Hospital and its affiliate, Oceanside Counseling Center, Inc., (collectively, the "Hospital") are committed to providing high quality medical care to its patients and ensuring that its business practices comply with all relevant legal requirements and applicable Hospital policies. This Policy and Procedure is intended to be a guide for Hospital Board Members, Officers, Key Employees, medical staff, practitioners with clinical privileges, and employees ("Hospital Personnel") who may find themselves in a position where their personal interests could cause, or be perceived to cause, a conflict with the interests of the Hospital, the community we serve or our patients.

B. Basic Requirements. As set forth in more detail below, all potential or actual conflicts of interest must be reported to the Hospital and must be appropriately addressed as required by this Policy. If you are uncertain whether a particular transaction or matter presents a disclosable conflict of interest, it should be disclosed pursuant to this Policy.

Failure to adhere to this Policy will be considered a breach of the individual's obligation to the Hospital, and may result in disciplinary action. Hospital Personnel are thus expected to read and understand this Policy and to review it at least annually in order to be alert to situations that could pose an actual or potential conflict of interest.

Underlying the requirements of this Policy is the expectation that Hospital Personnel will at all times do the following:

(1) act fairly, reasonably and in the Hospital's best interests;

(2) act in compliance with all applicable legal requirements, including but not limited to, the requirements concerning Related Party Transactions described below;

(3) refrain from personal considerations of any kind that conflict with, or that appear to conflict with, the best interests of the Hospital, the community the Hospital serves or its patients; and

(4) immediately disclose any potential conflicts of interest in accordance with the procedures set forth in this Policy.

Upon the disclosure of a conflict of interest, the Compliance Committee of the Board will conduct a review of the potential and/or actual conflict, in accordance with the procedures set forth below, to determine whether and to what extent such conflict of interest should limit the individual's participation in his or her position, medical staff function or the particular transaction or matter under consideration. In general, Hospital Personnel with conflicts of interest must refrain from participating in the consideration or determination of any transaction or matter as to which they have an actual or potential conflict.

C. Definitions. At the end of this Policy there is an Appendix that sets forth the definitions of key words and phrases used throughout this Policy.

D. Related Policies. For further information, please see the following hospital-wide related policies:

- Acceptance of Gifts OF-ADM-275

- Financial Interest Disclosure for Product and Formulary Recommendations OF-ADM-320

- Acceptance and/or Solicitation of Gifts or Benefits From Vendors (OF-ADM-276)

- Compliance Program Disciplinary Policy, Standards and Procedures OF-ADM-162

II. OVERSIGHT OF THIS POLICY

The adoption, implementation of and compliance with this Policy shall be overseen by the Compliance Committee of the Board. The Compliance Committee will be composed of only Independent Directors (as that term is defined in the Appendix to this Policy).

The Compliance Committee has authorized the Hospital's Compliance Officer to provide the Board with assistance in the implementation of, and compliance with, this Policy. Such assistance may include having the Compliance Officer: (1) gather the Conflict of Interest Disclosure Statements; (2) track the successful completion of the Statements; (3) transmit the Statements to the Secretary of the Board; and (4) assist the Compliance Committee in organizing the Statements for the Committee's review. The Compliance Committee, however, will at all times retain overall responsibility for all aspects of the oversight of this Policy.

III. PROCEDURES FOR DISCLOSURE OF CONFLICTS

A. What is a "Disclosable Conflict of Interest"? As a general matter, any financial or related interest must be disclosed when the interest of Hospital Personnel in a transaction or entity creates the appearance (or the actuality) that the Hospital Personnel may not be able to act in the best interests of the Hospital. A Disclosable Conflict of Interest exists for example, when Hospital Personnel or Relatives of Hospital Personnel engage in any of the following:

(1) Related Party Transaction. Have a financial interest in any transaction, agreement or arrangement in which the Hospital is or intends to be a participant.

(2) Relationships with Vendors and Competitors. Have a financial interest in a vendor, competitor or entity with which the Hospital does business or intends to do business or which competes with the Hospital; is a member, owner, sole proprietor, partner, shareholder, director, trustee or officer of such vendor, competitor or entity; or has a contractual or employment relationship with such vendor, competitor or entity.

(3) Personal Interest. Represent the Hospital in any matter in which the person has a personal interest (financial or otherwise).

(4) Personal Gain. Use, or have the opportunity to use, knowledge about the Hospital for personal gain, profit or advantage;

(5) Business Relationships with Directors, Officers or Key Employees. When a Director, Officer or Key Employee has a family or business relationship with

another Director, Officer or Key Employee. Under IRS disclosure rules, however, the following business relationships need not be disclosed to the IRS:

(a) attorney-client or physician-patient privileged relationships; and

(b) business relationships that are a part of the ordinary course of business on the same terms generally offered to the public.[1]

Even if the IRS disclosure rules do not require disclosure, an internal disclosure to the Hospital will still be required if the relationship is of such a material nature as to affect, or create the appearance that it could affect, either the independence of the Director or the integrity of the decision- making process of the Board.

(6) Gifts and Other Benefits. Accept gifts, entertainment or other favors from a vendor, competitor or entity with which the Hospital does business or intends to do business under circumstances from which it might be inferred that the gift or gratuity was being given to influence the Hospital Personnel's actions or decisions on behalf of the Hospital; or gifts or gratuities in excess of the maximum as allowable by hospital policy, in cash or in kind.

(7) Quality of Care. Have a familial, financial or business relationship that does or has the potential to affect the safety or quality of care, treatment and services provided to patients. Such relationships can include the receipt of hospitality (i.e., business entertainment, networking events, and hospital-sponsored fundraising events), as defined in the hospital vendor and gift policies, loans, gratuities or other financial benefits from any patient, patient family member or visitor. [2]

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[1] More specifically, under the IRS rules, a business relationship that may have to be disclosed on the Hospital's IRS 990 Form includes relationships where:

(i) one person is employed by the other in a sole proprietorship or by an organization with which the other is associated as a trustee, director, officer, or greater-than-35% owner, even if that organization is tax-exempt;

(ii) one person is transacting business with the other (other than in the ordinary course of either party's business on the same terms as are generally offered to the public), directly or indirectly, and the transaction involves transfers of cash or property valued in excess of $10,000 in the aggregate during the Hospital's tax year; and

(iii) the two persons are each a director, trustee, officer, or greater than 10% owner in the same business or investment entity (but not in the same tax-exempt organization).

[2] Examples of scenarios in which a potential conflict of interest could affect the quality of patient care includes:

a. A cardiologist on staff receiving financial remuneration for each patient that he or she enrolls in a study funded by a major drug company;
b. An employee who owns a durable medical equipment company that does business with the Hospital or its patients;
c. A physician on the medical staff who also is the medical director of, or has an ownership or financial interest in, a nursing home where Hospital patients are referred;
d. A clinical department Chair whose child applies for privileges in the Chair's department or in another clinical department;
e. An employee with purchasing authority who makes a decision to buy goods or services based on personal relationships or personal gain, and not in the best interests of the Hospital and its patients.

(8) Other Organizations. Is an officer or director of, or has a direct or indirect substantial financial interest in, another corporation, firm or other entity – including another healthcare organization – with which the Hospital does business or intends to do business.

(9) Other Conduct. Engages in any other conduct that interferes with, or appears to interfere with, the best interests of the Hospital or with the Hospital Personnel's responsibilities to the Hospital.

Other examples may arise, particularly in certain contexts within which the Hospital conducts its day-to-day operations. It is not possible to provide an exhaustive listing of every situation in which a conflict of interest, or the appearance of a conflict of interest, may arise.

B. How and When to Disclose. Hospital Personnel must disclose any potential conflicts both annually and when a potential conflict arises.

(1) Annual Written Conflict of Interest Disclosure Statement. Directors, Officers, Key Employees (defined as Vice Presidents, heads of departments and certain select positions), and employed physicians will, at least annually, file a written Conflict of Interest Disclosure Statement with the Board Secretary (or with the Hospital's Compliance Officer on behalf of the Secretary). The Hospital Compliance Officer, in conjunction with the Board Secretary, will track the completion of the Statements. Copies of all completed Statements will be provided by the Board Secretary (or the Compliance Officer on behalf of the Board Secretary) to the Chair of the Compliance Committee for its review.

(2) Continuing Obligation to Disclose and Update. Hospital Personnel – even those who are not required to file an annual Disclosure Statement– have an affirmative and continuing obligation to disclose any conflicts of interest as they arise and, as applicable, to update his or her annual written Conflict of Interest Disclosure Statement, if he or she is otherwise required under this Policy to file a Disclosure Statement. All such disclosures or updated Disclosure Statements will be filed with the Board Secretary (or with the Hospital Compliance Officer on behalf of the Secretary). The Board Secretary (or Compliance Officer) will provide copies of all updated or new disclosures to the Chair of the Compliance Committee for the Committee's review and consideration.

(3) Requirements Specific to the Board. The following additional disclosure requirements apply to Board Directors, as applicable:

(a) Directors' Disclosure Statements. For Directors, the Conflict of Interest Disclosure Statement will specifically include, among other Disclosable Conflicts of Interest, a statement identifying, to the best of the Director's knowledge, any entity of which he or she is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Hospital has a relationship.

(b) Prior to the Initial Election of a Director. Prior to the initial election of any Director, the individual proposed for a Director position shall complete, sign and submit a written Conflict of Interest Disclosure

Statement identifying, to the best of the proposed Director's knowledge, any entity of which he or she is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Hospital has a relationship, and any transaction in which the Hospital is a participant and in which the proposed Director might have a Disclosable Conflict of Interest.

All such Statements will be filed with the Board Secretary (or with the Hospital Compliance Officer on behalf of the Secretary). The Board Secretary (or Compliance Officer) will provide copies of each completed Statement to the Chair of the Compliance Committee, for the Committee's review.

(c) Additional Disclosure Requirements for Board Directors. If during the course of a Board or Board-level committee meeting, discussion, or deliberation any actual or potential conflict of interest becomes apparent to a Director, that Director must disclose such actual or potential conflict to the Board or committee. If another Director becomes aware of any actual or potential conflict of interest, he or she shall disclose such conflict if the conflicted Director is absent. In both cases, such disclosure shall be a matter of record.

(d) Committee Assignments. All potential members of any committee with Governing Board-delegated powers must complete an updated Disclosure Statement and disclose any actual, potential, or perceived conflict of interest to the Compliance Officer and the Board prior to assignment to such committee.

(4) Disclosure by Medical Staff and Practitioners With Clinical Privileges. Each member of the Hospital's medical staff and all practitioners with clinical privileges are required to disclose any Disclosable Conflict of Interest on their applications seeking initial appointment to the Hospital's staff or for clinical privileges and their applications seeking reappointment to the Hospital's staff or for clinical privileges. In addition, all such staff and practitioners have a continuing obligation to promptly disclose any actual or potential conflict of interest or other Disclosable Conflict of Interest when it is identified. Such matters will be reviewed by the Compliance Officer or his or her designee in conjunction with the Medical Staff Office and forwarded, as appropriate, to the Chair of the Compliance Committee.

(5) Disclosure by Hospital Employees. Hospital employees have a continuing obligation to promptly disclose any actual or potential conflict of interest or other Disclosable Conflict of Interest when it is identified. On no less than an annual basis, the Hospital will send a reminder to all employees of their obligations under this Policy. Required disclosures are to be directed to the Compliance Officer or his or her designee and will be forwarded, as appropriate, to the Chair of the Compliance Committee.

IV. THE REVIEW PROCESS

A. Review by the Compliance Committee of the Board. The Board Secretary will deliver all completed Conflict of Interest Disclosure Statements to the Chair of the Compliance Committee of the Board for its consideration. The Compliance Committee will then conduct a full review of all matters that raise an actual or potential conflict of interest, or that create the appearance of an actual or potential conflict of interest. In conducting its review, the Compliance Committee:

(1) Will consider all relevant facts and circumstances involved in the matter, and in particular, what is fair, reasonable and in the best interests of the Hospital, the community it serves and its patients;

(2) Will exclude the affected individual(s) from being present at or participating in the deliberations or voting on the potential conflict of interest;

(3) Will prohibit the affected individual(s) from any attempt to improperly influence the deliberations or voting on the matter;

(4) Will permit the affected individual(s), upon request of the Committee, to present information as background or answer questions concerning the matter at a committee or board meeting prior to commencement of deliberations or voting on the matter; and

(5) Will not permit any Director to vote, or be counted in determining the quorum for any vote, on any transaction between the Hospital and another corporation, firm, association or other entity in which the Director is an officer or director or has a direct or indirect substantial financial interest.[3]

Decision by the Compliance Committee. The Compliance Committee will make a final and binding determination as to whether a conflict of interest exists or may exist, and what course the Hospital will take in connection with the matter. The Compliance Committee will contemporaneously document in writing, appropriate minutes of any meeting at which the matter is deliberated or voted upon, all deliberations and determinations relating thereto, including, at a minimum, a summary of the matter, a summary of the deliberations.

B. Corrective Actions. If, after review and consideration, the Compliance Committee concludes that a potential or actual conflict of interest does exist, then the Hospital will implement the following corrective actions to protect the Hospital's best interests:

(1) Generally. Hospital Personnel for whom an actual or potential conflict of interest is found to exist will take no part in consideration, deliberation or decision-making as to the underlying matter that is the subject of the potential conflict.

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[3] In addition to the other requirements of this Policy, any such quality of interest shall be disclosed to the other Directors of the Hospital and made a matter of record. Such disclosure shall be made by the Director involved or, in his or her absence, by another Director having knowledge of the facts. For these purposes, a Director or Officer shall be deemed to have a direct or indirect substantial financial interest in any corporation, firm, association or other entity in which such person, together with such person's parents and spouse, and all descendants of either of such person's parents or such person's spouse, have an aggregate beneficial interest of 10% or more. This provision does not apply to a Director who also serves as an unsalaried officer or director of other nonprofit corporations which, having received all requisite approvals, exist for the purpose of raising funds for the operation and maintenance of, or to provide administrative, planning and research support services, to the Hospital, with respect to transactions between the Hospital and such other nonprofit corporations.

(2) Recusal. The conflicted Hospital Personnel must recuse him or herself from discussion (including informal discussions) of matters affected by the conflict of interest, including physical absence from discussions, deliberations, voting or decision making either during consideration by management or during Board or Board Committee meetings.

(3) Quorum. A conflicted Director will not be counted in determining a quorum for any vote on the matter that is the subject of the potential conflict.

(4) Personal Influence. The conflicted Hospital Personnel will not use his or her personal influence – in any way or at any time - with respect to the matter that is the subject of the potential conflict.

(5) Significant Conflicts. If the conflict is so significant as to be incompatible with the mission, strategic priorities, or best interests of the Hospital, a determination will be made by the Board whether it is appropriate for the individual to continue serving on the Board, as a member of a Board committee, or as an Officer or Key Employee of the Hospital.

C. Additional Special Rules for Related Party Transactions-Generally. In addition to the considerations outlined above, all Related Party Transactions (as defined in the Appendix) are subject to the following additional special rules:

(1) Fair and Reasonable. The Hospital may not enter into a Related Party Transaction unless the transaction is determined to be fair, reasonable and in the Hospital's best interest at the time of the determination.

(2) Disclosure of Material Facts. In considering the Related Party Transaction, the Compliance Committee shall ensure that any Director, Officer or Key Employee who has an interest in the Related Party Transaction has disclosed in good faith all material facts concerning such interest; and

(3) No Participation. No Related Party may participate in the deliberations or voting relating to any Related Party Transaction. However, the Compliance Committee may request that a Related Party present information concerning a Related Party Transaction at a meeting prior to the commencement of deliberations or voting relating thereto.

(4) Contemporaneous Documentation. Contemporaneous documentation of the Compliance Committee's review of a Related Party Transaction will include, at a minimum, a summary of the matter, a summary of the deliberations, consideration of any alternatives, the vote and the basis for the determination, including, but not necessarily limited to, whether the matter is as fair and reasonable to the Hospital as would otherwise then be obtainable by the Hospital.

D. Additional Related Party Rules When a "Substantial" Financial Interest Exists. With respect to any Related Party Transaction involving the Hospital and in which a Related Party has a "substantial" financial interest in the transaction, agreement or arrangement, the following shall also apply:

(1) Prior to entering into the transaction, the Compliance Committee shall consider alternative transactions to the extent available;

(2) The transaction must be approved by not less than a majority vote of the members present at the meeting; and

(3) The Compliance Committee must contemporaneously document in written minutes the basis for its approval or disapproval, including its consideration of any alternative transactions.

E. Relationships With Other Care Providers, Educational Institutions, Manufacturers and Payers. On a regular basis the Hospital will also review its relationships with other care providers, educational institutions, manufacturers, and payers to determine whether conflicts of interest exist, and whether they are within law and regulation. All appropriate matters will be promptly brought to the Chair of the Compliance Committee.

V. MISCELLANEOUS PROVISIONS

A. Training. The Hospital will conduct training and education for all Directors, Officers, Key Employees, medical staff, practitioners with clinical privileges and employees on this Policy, including as to what constitutes Disclosable Conflicts of Interest, required disclosures, when and how disclosures are to be made, the review and determination process and other related matters at the individual's orientation and on a regular basis thereafter.

B. Board Committee Standards. This Policy and Procedure sets forth the Conflict of Interest and Related Party Transactions standards for all covered Hospital Personnel. Certain Committees of the Board, however, may from time-to-time promulgate Conflict of Interest or Related Party Transaction standards to govern the operations of that Committee. To the extent that such Committee specific standards are stricter than those set forth in this Policy and Procedure, the stricter Committee standards will apply.

C. Requests From Patients or Those Who Work in the Hospital. All policies, procedures and information about the relationship between care, treatment, and services and financial incentives are available upon request to all patients and those individuals who work in the Hospital, including staff and licensed independent practitioners.

D. Violations of this Policy. If the Compliance Committee or Board has reasonable cause to believe any Hospital Personnel, including a Director, Officer or Key Employee, has failed to disclose actual or potential conflicts of interest, it shall inform such Hospital Personnel of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose. If, after hearing the individual's response and making further investigation as warranted by the circumstances, the Compliance Committee or Board determines that such Hospital Personnel has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action in accordance with the Hospital's policy on sanctions.

This Policy was approved and adopted by the Board of Directors on June 7, 2016					
[Name]	Joseph Fennessy	[Signature]	(On File)	[Title]	Chairman

APPENDIX: DEFINITIONS

This Appendix sets forth the definitions of a number of important words and phrases that are used throughout this Policy.

1. ***"Affiliate"***. An "Affiliate" of the Hospital means any entity controlled by or in control of the Hospital.

2. ***"Board"***. "Board" means the board of directors or any other body constituting a Governing Board as defined below.

3. ***"Director"***. "Director" means any member of the Governing Board of the Hospital, whether designated as director, trustee, manager, governor, or by any other title.

4. ***"Disclosable Conflict of Interest"***. "Disclosable Conflict of Interest" means any circumstance that gives rise to, or appears to give rise to, an actual or potential conflict of interest between a Director's, Officer's, Key Employee's, medical staff member's, practitioner's with clinical privileges, or employee's personal interest (or the personal interests of a Relative of a Director, Officer, Key Employee, medical staff member, practitioner with clinical privileges, or employee) and the best interests of the Hospital, the community it serves or its patients. In addition, every Related Party Transaction is a Disclosable Conflict of Interest.

5. ***"Governing Board"***. "Governing Board" means the body responsible for the management of the Hospital.

6. ***"Independent Director"***. An Independent Director is a member of the Board who:

   (a) is not, and has not been within the last three (3) years, an employee of the Hospital or an Affiliate of the Hospital;

   (b) does not have a Relative who is, or has been within the last three (3) years, a "Key Employee" of the Hospital or an Affiliate of the Hospital;

   (c) has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Hospital or a Hospital Affiliate (other than reasonable reimbursement for expenses incurred as a Director);

   (d) is not a current employee of or does not have substantial financial interest in, and does not have a Relative who is a current Officer of or has a substantial financial interest in, any entity that has made payments to, or received payments from, the Hospital or an Affiliate of the Hospital for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or 2% of the entity's consolidated gross revenue; or

(e) is not and does not have a Relative who is a current owner, whether wholly or partially, director, officer or employee of the Hospital's outside auditor or who has worked on the Hospital's audit at any time during the past three years.

Note that "payment," as used in this definition, does not include charitable contributions, dues or fees paid to the Hospital for services which the Hospital performs as part of its nonprofit purposes, provided that such services are available to individual members of the public on the same terms.

7. ***"Key Employee".*** "Key Employee" means any person who is in a position to exercise substantial influence over the affairs of the Hospital, as determined in accordance with current laws, rules and regulations.

The term "Key Employee" includes, but is not limited to:

- With respect to any transaction involving the Hospital, any person who was, at any time during the 5-year period ending on the date of such transaction, in a position to exercise substantial influence over the Hospital's affairs;

- Any individual serving on the Governing Board of the Hospital who is entitled to vote on any matter over which the Governing Board has authority;

- Any person who, regardless of title, has ultimate responsibility for implementing the decisions of the Governing Board of the Hospital, for supervising the management, administration, or operation of the Hospital, or for managing the finances of the Hospital, regardless of whether such ultimate responsibility resides with one, two or more individuals, either individually or acting in concert. Included in this group is presumed to be the President, Chief Executive Officer, Chief Operating Officer, Treasurer and Chief Financial Officer of the Hospital;

- Any person with a material financial interest in a provider-sponsored organization (i.e., a Medicare Advantage organization) in which the Hospital participates;

- Any person who satisfies the definition of a "Key Employee" pursuant to IRS Form 990, as the same may be amended from time to time;

- Any other person for whom all the relevant facts and circumstances tend to show that the person has substantial influence over the affairs of the Hospital [including, but not limited to, the facts and circumstances tending to show that substantial influence does or does not exist, as outlined in IRS regulations at 26 CFR § 53.4958-3(e)(2) and (3), to the extent such

provisions are applicable and as the same may be amended from time to time][§]; and

- Any other person deemed to be a "Key Employee" under current laws, rules or regulations applicable to the Hospital.

8. ***"Officer"***. "Officer" means those individuals designated as officers in the by-laws of the Hospital and those who are otherwise appointed as officers of the Hospital in accordance with the Hospital's by-laws.

9. ***"Related Party"***. "Related Party" means (i) any Director, Officer or Key Employee of the Hospital or any Affiliate of the Hospital or any other person who exercises the powers of Directors, Officers or Key Employees over the affairs of the Hospital or any Affiliate of the Hospital; (ii) any Relative of any individual described in clause (i) of this definition; or (iii) any entity in which any individual described in clauses (i) or (ii) of this definition has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%.

10. ***"Related Party Transaction"***. "Related Party Transaction" means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Hospital or any Affiliate of the Hospital is a participant.

11. ***"Relative"***. "Relative" of an individual means (i) his or her spouse, or domestic partner, as defined under New York Public Health Law § 2994-a, (ii) his or her ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren; or (iii) the spouses or domestic partner of his or her brothers, sisters, children, grandchildren, and great-grand- children.

South Nassau®
COMMUNITIES HOSPITAL
where quality matters

Get to Know
South Nassau Communities Hospital

Dear Neighbor,

Our hospital has often been called "the best-kept secret on Long Island." Whether for our excellent physician talent, our compassionate nursing care or our wide range of ambulatory services and community programs, we want you to know why South Nassau should be your choice for health care.

South Nassau is proud to have received four major awards for quality and safety:

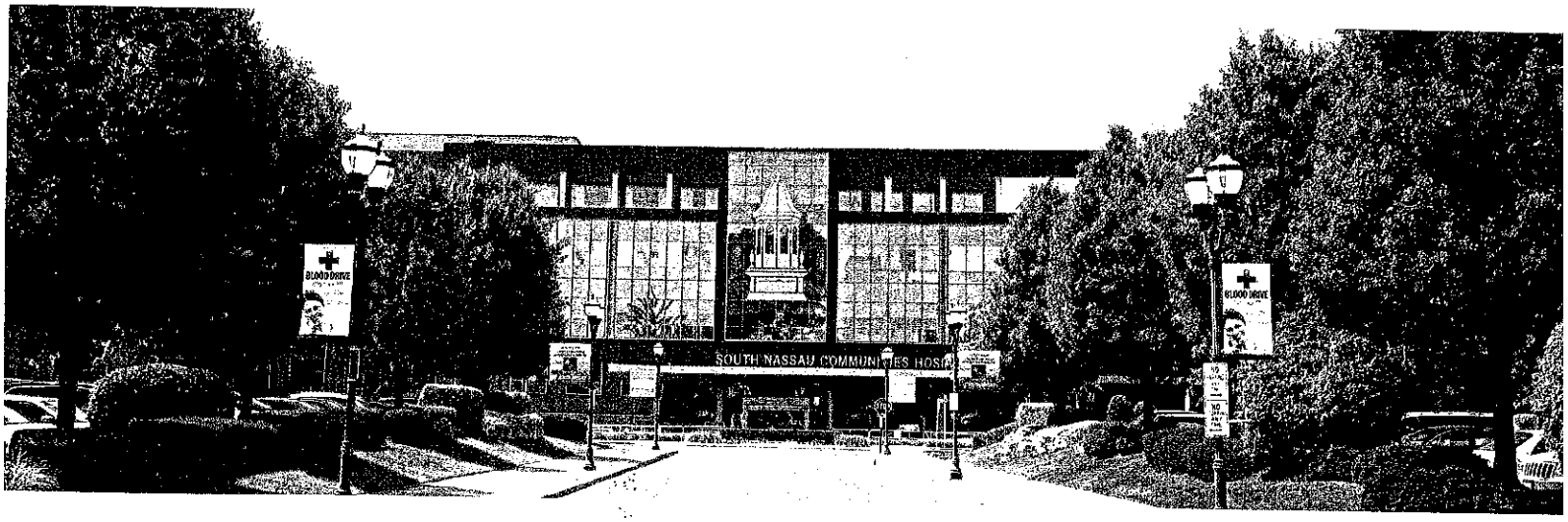
- *Becker's Hospital Review's* 2014 "100 Hospitals with Great Women's Health Programs"
- We are also an ANCC Magnet®-recognized Hospital for superior nursing care, one of only five on Long Island
- We are recognized as a Joint Commission Top Performer on Key Quality Measures®
- and we received the American College of Surgeons' Commission on Cancer's Outstanding Achievement Award

Now that you've discovered the South Nassau secret, get to know us; we hope you'll entrust your care to us the next time you or your family need superior hospital services.

Sincerely,

Richard J. Murphy
President and CEO

SEE INSIDE
for listing of onsite and offsite care offered



Did You Know...

Commission on Cancer® ACCREDITED PROGRAM

MAGNET RECOGNIZED AMERICAN NURSES CREDENTIALING CENTER

BECKER'S Hospital Review 100 Hospitals with Great Women's Health Programs

The Joint Commission Top Performer on Key Quality Measures® 2013
- Heart Attack
- Heart Failure
- Pneumonia
- Surgical Care

South Nassau Ranks Among The Best Hospitals on Long Island

We are South Nassau Communities Hospital, an award-winning, 455-bed, acute care, not-for-profit teaching hospital located in Oceanside, serving the entire South Shore from the Rockaways in Queens to the Massapequas and beyond. Our commitment to quality care is the reason why South Nassau is the only hospital on Long Island to receive the following combination of honors for quality and service excellence:

- **Top Performer on Key Quality Measures®, according to the Joint Commission on Accreditation of Health Care Facilities**
- **Top Nursing Care, according to the American Nurses Credentialing Center's (ANCC) Magnet® recognition**
- ***Becker's Hospital Review's* 2014 "100 Hospitals with Great Women's Health Programs"**
- **American College of Surgeons' Commission on Cancer's Outstanding Achievement Award**

What do these honors mean to the patients and communities we serve?

As a Joint Commission Top Performer on Key Quality Measures, South Nassau can be counted on for the exemplary use of clinical processes that improve care for the treatment of heart attack, heart failure, pneumonia or patients undergoing surgery.

Many patients judge a hospital at least in part on its interactions with its nursing staff, which typically spends the most time caring for patients. In this area, South Nassau's performance has been nationally recognized for outstanding nursing services by the American Nurses Credentialing Center's Magnet award. Magnet recognition demonstrates that nursing at South Nassau is about great practice, excellence in patient care and attention to overall patient needs.

Becker's Hospital Review recently named South Nassau Communities Hospital to its 2014 listing of "100 Hospitals with Great Women's Health Programs" in the United States. This is the third consecutive year South Nassau has been named to the prestigious list.

South Nassau was selected based on its clinical excellence, quality care and awards for women's health services. The list was developed through extensive research and a rigorous review with peer organizations.

South Nassau's cancer program has earned the American College of Surgeons' Commission on Cancer's Outstanding Achievement Award for three consecutive (three-year) survey cycles (2009, 2012, 2015). The Outstanding Achievement Award (OAA) is designed to recognize cancer programs that strive for excellence in demonstrating compliance with the CoC standards and are committed to ensuring high quality cancer care.

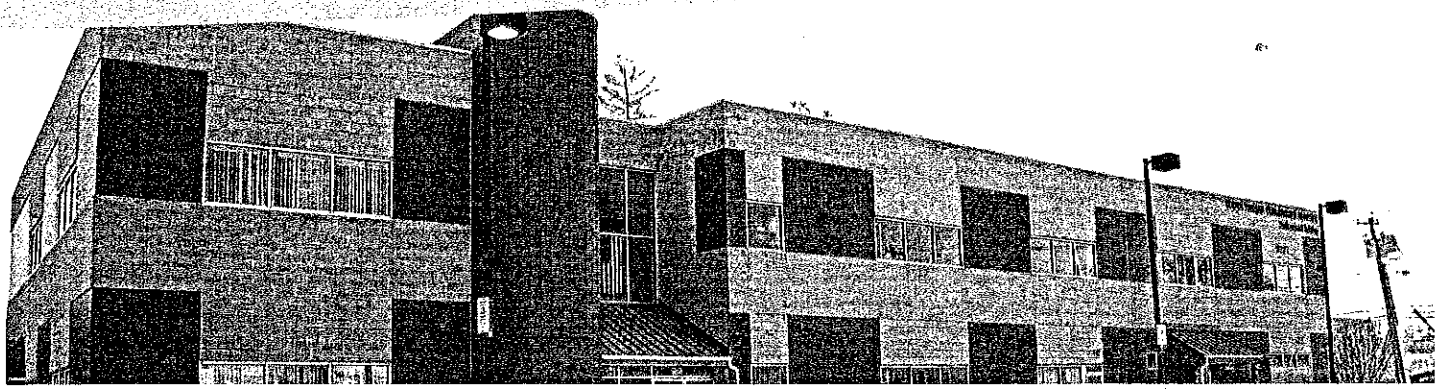
These honors join a multitude of others South Nassau has earned for outstanding quality including: Get With The Guidelines Stroke Gold Plus Quality Achievement Award; Joint Commission Advanced Certification for Primary Stroke Centers; and HomeCare Elite™, listing South Nassau's Home Care as one of the top home health care providers in the United States, for the tenth consecutive year.

Like us http://www.facebook.com/SouthNassau • Follow us http://twitter.com/SouthNassau

Except where noted, models are used in photos and their appearance here is not reflective of a specific disease profile.

09/16

Offsite Services



2277 Grand Avenue, Baldwin

Home Health Care

South Nassau's nationally renowned program provides a comprehensive range of personalized home health care services on a short- or long-term basis. South Nassau is accredited by the Joint Commission, licensed by New York State and certified to participate in Medicare, Medicaid and Blue Cross programs.

HomeCare Elite 2015 TOP AGENCY

For the fifth year running, South Nassau Home Care has earned a spot in the prestigious HomeCare Elite™ list of home health providers in the United States. **Contact: (516) 377-5000**

Community Education Program

Offers lectures, support groups, parenting and health education programs that coincide with the monthly National Health Observance Calendar. Prostate and skin cancer screenings, smoking cessation and weight control programs are provided free of charge. **Contact: (516) 377-5333**

Mental Health Counseling Center

Staffed by professionals in psychiatry, psychology, social work and nursing, the center provides counseling and specialized services for many disorders, including depression, anxiety and childhood emotional disturbances. The center also offers a Partial Hospitalization and Intensive Outpatient Program. **Contact: (516) 377-5400**

Offsite Services

2750 Merrick Road, Bellmore

South Nassau Primary Medical Care at Bellmore, P.C.

Offers comprehensive medical services for adults and adolescents, 18 years or older, including primary care, gynecology, cardiology and weight and life management. **Contact: (516) 409-2000**

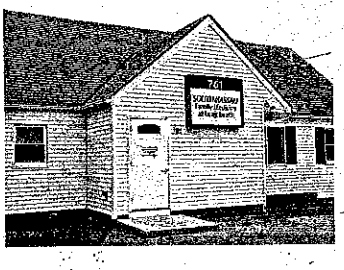
Family Medicine Center

Provides a comprehensive range of services tailored to the individual needs of the patient, from adult medicine and pediatrics, to geriatric and obstetric/gynecologic care, to preventive medicine and urgent health care, regardless of insurance status.

Two Convenient Locations:

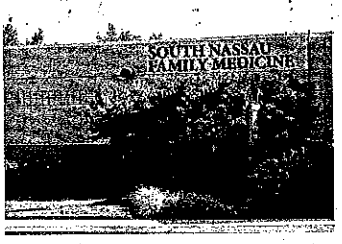
South Nassau FAMILY MEDICINE CENTER at Long Beach

761 Franklin Blvd., Long Beach
(516) 544-2351



South Nassau FAMILY MEDICINE CENTER at Oceanside

196 Merrick Road, Oceanside
(516) 255-8400



3618 Oceanside Road, Oceanside

Outpatient Dialysis Center

Combining advanced medical technology with modern-day amenities, South Nassau's 18-bed state-of-the-art Outpatient Dialysis Center provides expert, compassionate care for people who require hemodialysis. **Contact: (516) 255-8000**

71 Homecrest Court, Oceanside
516-766-6283

Oceanside Counseling Center

Licensed by New York State, the Center provides supportive, skill-building and rehabilitative services for the treatment of alcohol and drug abuse, as well as other compulsive behaviors.

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **September 1, 2015.**

to: **South Nassau Communities Hospital**

to operate a: **Partial Hospitalization Program**

to be known as: **South Nassau Communities Hospital Partial Hospital Program**

located at: **2277 Grand Avenue**
Baldwin, NY 11510-3148

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 8:00 a.m. to 4:00 p.m.**

Population Served: **Adults**

Optional Services: **None**

In witness whereof, I have hereunto set my hand on **September 1, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **August 31, 2018**
Operating Certificate Number: **6632320A**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **September 1, 2015.**

to: **South Nassau Communities Hospital**

to operate a: **Clinic Treatment Program**

to be known as: **South Nassau Communities Hospital Counseling Center**

located at: **2277 Grand Avenue**
Baldwin, NY 11510-3148

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Thursday: 8:00 a.m. to 10:00 p.m.**
Friday and Saturday: 8:00 a.m. to 5:00 p.m.

Population Served: **Adults, Adolescents and Children**

Optional Services: **None**

In witness whereof, I have hereunto set my hand on **September 1, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **August 31, 2018**
Operating Certificate Number: **6632101A**

CERTIFICATE NO. 2950001H

PFI NO. 5724

State of New York
Department of Health
Office of Health Systems Management

EFFECTIVE DATE 08/01/97

SITE SPECIFIC

OPERATING CERTIFICATE

EXPIRATION DATE **NONE**

OUTPATIENT PSYCHIATRIC CLINIC
2277 GRAND AVENUE
BALDWIN NY 11510

OPERATOR VOLUNTARY CORPORATION
SOUTH NASSAU COMMUNITIES HOSPITAL
INC

HAS BEEN GRANTED THIS OPERATING CERTIFICATE PURSUANT TO ARTICLE 28 OF THE PUBLIC HEALTH LAW TO OPERATE AN EXTENSION CLINIC AT THE ABOVE SITE FOR THE SERVICE(S) SPECIFIED:

PSYCHIATRIC

****

****

****

ADMINISTRATOR

COMMISSIONER

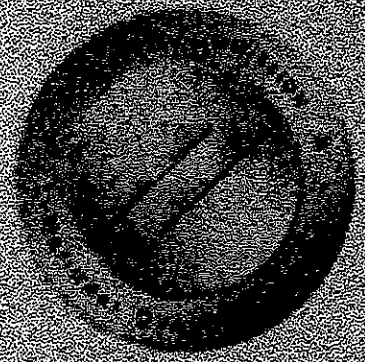
DOH - 5128 (3-93)

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES.

South Nassau Communities Hospital

Oceanside, NY

has been Accredited by



The Joint Commission

Which has received the Commission's seal based on its proved compliance to the

Behavioral Health Care Accreditation Program

August 8, 2014

Accreditation is continuously valid for up to 39 months.

The Joint Commission is an independent, not-for-profit national accrediting organization for quality and safety in health care and other settings. Accreditation is a voluntary process. Information about accredited organizations is provided freely to the public. Consumers may obtain information regarding the accreditation status of behavioral health care organizations by calling The Joint Commission's toll-free hotline or visiting its website (www.jointcommission.org).

AMAX

The Joint Commission

September 5, 2014

Richard Murphy
CEO and President
South Nassau Communities Hospital
1 Healthy Way
Oceanside, NY 11572

Joint Commission ID #: 5843
Program: Behavioral Health Care Accreditation
Accreditation Activity: Unannounced Full Event
Accreditation Activity Completed: 08/08/2014

Dear Mr. Murphy:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Behavioral Health Care

This accreditation cycle is effective beginning August 08, 2014. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit Quality Check® on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark Pelletier

Mark G.Pelletier, RN, MS
Chief Operating Officer
Division of Accreditation and Certification Operations

COUNTY OF NASSAU

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

1. Name of the Entity: South Nassau Communities Hospital _____

Address: One Healthy Way_____

City, State and Zip Code: Oceanside, NY 11572 _____

2. Entity's Vendor Identification Number: 1000005535 (NYS Vendor #) 11-1352310

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp X Other (specify) Not-For-Profit

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):

Richard J. Murphy, President and Chief Executive Officer: 23 Hillcrest Road Crystal Brook Park P.O Box 390 Mt. Sinai, NY 11766;

William E. Allison, Chief Operating Officer: 310 Bay Drive Massapequa, NY 11758;

Mark Bogen, Senior Vice President and Chief Financial Officer: 2 Elkland Road Melville, NY 11747

See attached

5. List names and add resses 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.

NONE

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.

Of our many affiliates and subsidiaries including Oceanside Counseling Center and various physician practices, the Hospital will be the sole provider for 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

(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: January 9, 2017 Signed: Mark Bogen

Print Name: Mark A. Bogen

Title: Senior Vice President & CFO

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.

Richard J. Murphy, President and Chief Executive Officer 23 Hillcrest Road Crystal Brook Park P.O. Box 390 Mt. Sinai, NY 11766	
William E. Allison, Senior Vice President and Chief Operating Officer 310 Bay Drive Massapequa, NY 11758	
Mark A. Bogen, Senior Vice President and Chief Financial Officer 2 Elkland Road Melville, NY 11747	
Joseph J. Fennessy, CPA, Chairman 188 Willis Court Wantagh, NY 11793	John F. Aloia, M.D. 39 Nassau Boulevard Garden City, NY 11530
Edward Scott, Secretary 47 W. Walnut Street Long Beach, NY 11561	David Bonagura 77 Maple Avenue, Apt. 305 Rockville Centre, NY 11570
Peter C. Breitstone 54 Lloyd Lane Lloyd Harbor, NY 11743	Anthony Cancellieri 506 Raymond Street Rockville Centre, NY 11570
John Catalano 38 Wood Lane Lattington, NY 11560	Marilyn Cohen 1325 Adams Road Hewlett Harbor, NY 11557
Mihai Dimancescu, M.D. 226 Rose Street Freeport, NY 11520	Lowell Frey 85 Redwood Drive East Hills, NY 11576
Jeffrey Frisch, CPA 2494 Walters Court Bellmore, NY 11710	Steven Gold 253 Adams Road Hewlett Harbor, NY 11557
Harry Kassel 1301 Azure Place Hewlett Harbor, NY 11557	Bernard Kennedy 93 Garden City Avenue Point Lookout, NY 11569
Wayne Lipton 130 Broadway Rockville Centre, NY 11570	Harold Mahony, Esq 118 Garfield Place Freeport, NY 11520
Steven Sauer 254 Brower Avenue Rockville Centre, NY 11570	Michael Schamroth 191 Meadowview Ave Hewlett Bay Park, NY 11557
George A. Schieren 357 Everit Avenue Hewlett Harbor, NY 11557	Joel Schneider 142 Cedar Avenue Hewlett Bay Park, NY 11557
Harriett P. Thayer 304 Ocean Avenue Lawrence, NY 11559	Sally Valenti 1011 Highland Street Baldwin, NY 11510

CONTRACT FOR SERVICES

THIS AGREEMENT, dates as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement", between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for an on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office"), and (ii) **South Nassau Communities Hospital**, [New York State not-for-profit corporation], having it principal office at One Healthy Way, Oceanside, NY 11572 , (the "Contractor").

W I T N E S S E T H:

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

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

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

1) Term. The term of this Agreement shall commence on January 1, 2017 and terminate on December 31, 2017 (each calendar year included in the term of this Agreement, an "Agreement Year"), is subject all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2) Definitions.
   a. "DMH" refers to the New York State Department of Mental Hygiene.
   b. "OMH" refers to the New York State Office of Mental Health.
   c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
   d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
   e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
   f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
   g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

3) Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:

   a. Operation.

      i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor's OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.

      ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.

   b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:

4) Payment.

   a. Consideration.

      i. Agreement Year. The maximum amount that the County shall pay under this Agreement during the Agreement Year (the "Agreement Year Maximum Amount") shall not exceed **One Hundred Thousand Two Hundred dollars ($100,200)** to be paid as follows:

         1. One third (⅓) if the Agreement Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").

         2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.

         3. Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (¼) of the Advance. This recapture schedule may be modified at the Office's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

   b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) includes a statement certified by the Contractor's Executive Director (or

substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (C) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (D) if requested by the Office and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.

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

d. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

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

The Contractor agree that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

f. Sources of Funds. The Maximum Amount is comprised of the following amounts from the following sources of funding.

Funding Source	**CODE**	**2017 CONTRACT**
Local Assistance	001A	$100,200
Total		*$100,200*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.

h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.

i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31st of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31st of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

j. Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Office, induplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

k. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for service 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.

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

m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

    i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.

ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.

iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.

iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such addition allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.

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

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

7) Compliance with Law.

a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified 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 statues, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

b. Nassau County Living Wage Law. Pursuant to LL 1-20006, 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, constitutes a material break of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

iii. It shall be a continuing obligation of the Contractor to inform the County or any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

d. Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.

8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

b. The Contractor shall deliver Services under this Agreement, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

The Contractor agrees to employ appropriate psychiatric, medical, professional, non-professional and administrative personnel in accordance with the Office, OMH, OPWDD policies and standards to conduct the regular program of the Contractor; and further, to maintain and retain professional and clinical records in accordance with Office policy including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connections with this Agreement.

c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.

d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:
    i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
    ii. The rendering of services to adults and children under appropriate professional direction;
    iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;
    iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
    v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
    vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
    vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
    viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
    ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: Á funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".

xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hurt sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.

e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification: Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for the 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 Office 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 Contractor Agent in connection with this Agreement.

d. The provisions of this Section shall survive termination of this Agreement.

10) Insurance.

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

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

c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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 coverage. 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 coverage 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.

11) 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/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.

12) Termination.

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

As used in this Agreement the word "Clause" 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 Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.

c. Contractor Assistance Upon Termination. IN connection with the termination or impending termination of this Agreement the Contractor shall, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

13) Accounting Procedures; Records.

a. 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, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement 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 1-122, "Cost Principles for Non-Profit Organizations." Such records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Office, 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 "Authorized Persons").

b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.

c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.

d. Audit Requirement for Recipients of Federal Block Grant Funds.
   i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient level are followed to the satisfaction of OMH and the federal Department of Health and Human Services ("DHHS"). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:
      1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
      2. All material terms and conditions of Block Grant regulations and guidelines.
      3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
      4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
      5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than $300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
   ii. Issuance of Audit Report(s). A single auditor's report, or a group of auditors' reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
   iii. Performance of All Necessary Follow-up Work. Upon review of the audit report(s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contract who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in

such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.

iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor's budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.

v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.

e. The provisions of this Section shall survive the termination of this Agreement.

14) Acquisition of Equipment, Supplies and Materials; Inventory.

a. The Contractor shall purchase only the equipment, supplies, and materials ("Equipment") set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:

i. If the purchase is for less than $500, the Contractor will select a reliable vendor at a reasonable price.

ii. If the purchase is for an amount of $500 - $5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to $1,500 as long as the successful quote is in writing. Additional, if the purchase is over $1,500, the Contractor shall obtain the written approval of the County prior to purchase.

iii. If the purchase is for an amount greater than $5,000, the Contract shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.

iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.

b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

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

d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.

e. The provisions of this Section shall survive the termination of this Agreement.

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

a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office 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 or inactions preceded the Contractor's action or special proceeding against the County.

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

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

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

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

19) All Legal Provisions Deemed Included; Severability; Supremacy.

a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this

Agreement for purposes of interpretation and (ii) upon the application of either party, this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b. In the event any Agreement provision 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 the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all 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 construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

21) This Agreement represents the full and entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

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

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

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

23) Third Party Beneficiary. The County and the Contractor acknowledge and declare that the OMH is a third party beneficiary to this Agreement, and, may enforce the rights of any party hereunder. No other Person is a third party beneficiary to this Agreement.

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

South Nassau Communities Hospital

By: _____

Name: William E. Allison

Title: Senior Vice President and COO

Date: Jan 11, 2017

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 11th day of January in the year 2017 before me personally came William E. Allison 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 SVP & COO of South Nassau Communities Hospital, 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.

Cynthia A. Gentile

NOTARY PUBLIC

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

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

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

NOTARY PUBLIC

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **South Nassau Communities Hospital.** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

1.1 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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

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

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

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

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

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

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

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

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

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

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

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

6. COMPLIANCE WITH STANDARD TRANSACTIONS

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

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

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

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

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

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

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

7. TERMS AND TERMINATION

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

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

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does 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 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

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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11.

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	**South Nassau Communities Hospital**
By:_____	By: WM E A
Print Name:_____	Print Name: William E Allison
Title: _____	Title: Senior VP & COO
Date:_____	Date: Jan 11, 2017

APPENDIX A - Program Narrative

(Duplicate as Necessary)

APPENDIX A – PROGRAM NARRATIVE 2017
BEHAVIORAL HEALTH SERVICES

Agency Name: South Nassau Communities Hospital

Agency Address: 175 Fulton Ave Hempstead NY 11550

Agency Contact Person: Janet Kahn-Scolaro PhD Telephone: 516-377-5416

Program Name: Mental Health Counseling Center

OASAS/OMH/OPWDD Program Type: Outpatient Counseling

OASAS/OMH/OPWDD Program Code: 2100

Funding Source Code: 001A

1. PROGRAM DESCRIPTION

A. Overall Mission: All behavioral health services provided by South Nassau Communities Hospital are in keeping with the value of the strength of the person, the family and the community in which they live. Treatment interventions are guided by a strength based, solution focused perspective. Services are provided in a respectful manner designed to enhance the person's innate healing capabilities and bring them back to their optimal level of wellness.

B. Program Objectives and Services Provided: To provide evidenced based individual, group, family, and child psychotherapy. In addition, provide effective psychopharmacology services to those patients that can benefit from medication to help manage their symptoms. In 2017 we plan to integrate primary care services into the center to provide full coordination of physical and behavioral health services.

C. Target Population(s) Served: Patients age 5 and up with diagnosable psychiatric conditions. Special consideration is given to patients coming from inpatient psychiatric unit, ED or partial hospital or those that are in crisis. In addition patients who reside in the areas surrounding the center including Hempstead, West Hempstead, Roosevelt, Garden City and Elmont are also given special consideration.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs): SNCH utilizes the MSSI-SA as a screening tool for all adult applicants

B. Please indicate which program objective(s) will be addressed in 2017:

_____ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
_____ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
_____ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.
___x_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
_____ Family support program objective: _____

_____

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

_____ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions
__x__ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
__x__ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis? __10-15%_____

E. What percentage of your population is maintained on psychotropic medications? ___70%-75%_____

F. For DD Programs:

_____ What percentage of your participants has a mental health disorder?
_____ What percentage of your participants has a substance use disorder?
_____ What percentage of your participants are on psychotropic medications?

3. SERVICE UTILIZATION

A. Program Services	2015 Actual	2016 Projected	2017 Proposed
Average Daily Census	___na	33	40
Average # of Clients Served per Month	___na	242	290
Annualized Unduplicated # of Clients	na		
Units of Service	na	690	828
Units of Service (CFR)			
Total Direct Care Service Hours	____na	5650	6780

B. Specialty Count (MH Programs)			
Face-to-Face Contact	_NA	8175	9810
Phone Contact with Client	_____unk_____		
Number of Trainings/Forums	__	25	25
Average # of Attendees Training/Forum	___between 6 - 50		

4. CLIENT/CONSUMER OUTCOMES

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey:

Global Evaluation of Care: Patient's overall evaluation of their treatment experience. **92% (4th Q= 94%)**

Interpersonal Aspects of Care: Patient's evaluation of how they were treated by the staff. **94% (4th Q= 93%)**

Continuity and Coordination of Care: Patient's perception of aftercare, family involvement and teamwork. **90% (4th Q= 88%)**

Describe the methods and instruments used to measure individual and aggregated consumer outcomes:

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage:

The clinic utilizes formal assessment process to determine each patient's level of symptoms using the PHQ9 questionnaire.

In 2017, this measure will be repeated at each treatment plan update to determine progress toward goals for patients scoring a 10 or more.

Aggregate outcomes of PHQ9 scores and changes over time will demonstrate the effectiveness of the program as a whole.

In 2017, the SDQ – a measure of child symptoms will be given to each child or family applying for treatment in the clinic. This score will be utilized to determine the appropriate treatment protocol for the family /child. Follow up score will also be measured to measure outcomes and track progress toward goals.

5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Social Worker	7	7
Program Supervisor	1	1
Program Manager	1	1
Psychiatrist	1	2
Director		
Office Coordinator	1	1
Receptionist	2.85	2.85
Clerical	1	2.5
Behavioral Health Integrated specialist		1
Medical provider (MD,DO, NP		2
RN/LPN		1.5
Medical assistant		1

6. FISCAL SUMMARY 2017

	2016 Actual/Annualized	2017 Proposed Budget
Gross Cost		
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
Total Revenue		
Net Cost		
State Funding	**$25,038**	**$25,050**
County Funding*	**$25,038**	**$25,050**
Agency Contribution (LA only)		
Total Deficit Funding		
Surplus (or Deficit)		

APPENDIX A – PROGRAM NARRATIVE 2017
BEHAVIORAL HEALTH SERVICES

Agency Name: South Nassau Communities Hospital

Agency Address: 2277 Grand Avenue

Agency Contact Person: Janet Kahn-Scolaro PhD Telephone: 516-377-5416

Program Name: Mental Health Counseling Center

OASAS/OMH/OPWDD Program Type: Outpatient Counseling

OASAS/OMH/OPWDD Program Code: 2100

Funding Source Code: 001A

1. PROGRAM DESCRIPTION

A. Overall Mission: All behavioral health services provided by South Nassau Communities Hospital are in keeping with the value of the strength of the person, the family and the community in which they live. Treatment interventions are guided by a strength based, solution focused perspective. Services are provided in a respectful manner designed to enhance the person's innate healing capabilities and bring them back to their optimal level of wellness.

B. Program Objectives and Services Provided: To provide evidenced based individual, group, family, and child psychotherapy. In addition, provide effective psychopharmacology services to those patients that can benefit from medication to help manage their symptoms.

C. Target Population(s) Served: Patients age 5 and up with diagnosable psychiatric conditions. Special consideration is given to patients coming from inpatient psychiatric unit, ED or partial hospital or those that are in crisis. In addition patients who reside in the areas surrounding the center including Baldwin, Oceanside, Rockville Centre, Freeport, Merrick Long Beach and Island Park are also given special consideration.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs): SNCH utilizes the MSSI-SA as a screening tool for all adult applicants

B. Please indicate which program objective(s) will be addressed in 2017:

_____ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
_____ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
_____ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.
___x_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
_____ Family support program objective: _____

_____

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

_____ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions
__x__ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
__x__ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis? __10-15%_____

E. What percentage of your population is maintained on psychotropic medications? ___70%-75%_____

F. For DD Programs:

_____ What percentage of your participants has a mental health disorder?
_____ What percentage of your participants has a substance use disorder?
_____ What percentage of your participants are on psychotropic medications?

3. SERVICE UTILIZATION

A. Program Services	2015 Actual	2016 Projected	2017 Proposed
Average Daily Census	150	160	160
Annualized Unduplicated # of Clients	1200	1320	1320
Average # of Clients Served per Month	2250	2475	2475
Units of Service	44500	44695	44695
Units of Service (CFR)			
Total Direct Care Service Hours	29,000	35500	35500

4. CLIENT/CONSUMER OUTCOMES

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey:

Patient satisfaction survey in 2016 achieved an overall positive score of

Global Evaluation of Care: Patient's overall evaluation of their treatment experience. **92% (4th Q= 94%)**

Interpersonal Aspects of Care: Patient's evaluation of how they were treated by the staff. **94% (4th Q= 93%)**

Continuity and Coordination of Care: Patient's perception of aftercare, family involvement and teamwork. **90% (4th Q= 88%)**

Describe the methods and instruments used to measure individual and aggregated consumer outcomes:

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage:

The clinic utilizes formal assessment process to determine each patient's level of symptoms using the PHQ9 questionnaire.

In 2017, this measure will be repeated at each treatment plan update to determine progress toward goals for patients scoring a 10 or more.

Aggregate outcomes of PHQ9 scores and changes over time will demonstrate the effectiveness of the program as a whole.

In 2017, the SDQ – a measure of child symptoms will be given to each child applying for treatment in the clinic. This score will be utilized to determine the appropriate treatment protocol for the family /child. Follow up score will also be measured to measure outcomes and track progress toward goals.

5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Social Worker	19	19
Program Supervisor	4	4
Program Manager	2	2
Psychiatrist	4.8	5.3
Director	1	1
Office Manager	1	1
Receptionist	3.35	3.35
Clerical	9	9
Activity Therapist	.17	.2
NP	1	1.5

6. FISCAL SUMMARY 2017

	2016 Actual/Annualized	2017 Proposed Budget
Gross Cost		
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
Total Revenue		
Net Cost		
State Funding	**$25,038**	**$25,050**
County Funding*	**$25,038**	**$25,050**
Agency Contribution (LA only)		
Total Deficit Funding		
Surplus (or Deficit)		

APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.

2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.

3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.

4. Reconciliation will be based on the following calculations:

a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.

b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.

5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:

a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.

b. In no event shall expenditures exceed that amount specified in the Budget.

c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:

1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.

6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.

APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING

1. The County is contracting with the Contractor under the provisions of Subdivision (2) of Section 41.13 of the Mental Hygiene Law for the rendering and furnishing of services for the mentally disabled, and render comprehensive services to the mentally disabled at a facility duly certified by the New York State Department of Mental Hygiene as defined by Section 1.03, 5.01, and 5.03 of the Mental Hygiene Law. The Contractor shall provide services to the mentally disabled on a priority basis to all residents located within the regions of County, as designated by the Department and to any other resident of the County referred to the Contractor under the Mental Hygiene Law and pursuant to the policies promulgated by the Department.

2. Such comprehensive services shall be rendered by the Contractor in accordance with the Mental Hygiene Law and the rules, regulations, policies and guidelines of the OMH and/or the OPWDD and of the Department. The program of the Contractor shall be subject to the general supervision and direction of the Department according to government statutes and pertinent codes, rules and regulations of the various offices under Section 5.01 of the Mental Hygiene Law and the policies and procedures promulgated by the Department.

3. Upon execution of this Agreement the Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed. Further, the Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of Directors of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission.

4. During the term of this Agreement the Contractor shall make its facilities available and open to the public for the rendering of the services herein covered, including any emergency services, in accordance with the schedule certified by the Board of Directors of the Contractor and filed with and approved by the Department.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   William E. Allison (Name)
   1 Healthy Way Oceanside, NY 11572 (Address)
   516-632-3939 (Telephone Number)

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

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

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

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

Jan 11, 2017

Dated

Signature of Chief Executive Officer

William E. Allison

Name of Chief Executive Officer

Sworn to before me this

11th day of January, 2017.

Cynthia A. Gentile

Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # 0

Contract Name: South Nassau Communities Hospital

Program Name: Mental Health Counseling Center

2017

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
	1a	Salary	$4,884,027
Work on Salary and Fringe	1b	Fringe	$1,024,034
	1 Total	Personnel (Salary plus Fringe)	$5,908,061
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$4,514
Work on Line 4	4	Equipment	$2,186
Work on Line 5	5	Supplies	$22,989
Work on Line 6	6	Contractual Services	$123,704
Work on Line 7	7	Rent/Utilities	$339,037
Work on Line 8	8	Department Specific Costs	$188,068
Work on Line 9	9	Other Costs	$1,774
Work on Line 10	10	Administrative Overhead	$902,085
		Gross Expenditures (Lines 1 – 10)	$7,492,418
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$6,891,798
		Net Budget Total (Lines 1 – 10 minus line 11)	$600,620
Agency Contribution		Agency Contribution / Non funded	$500,420
		Net Contract Total (Net Budget Total minus Agency Contribution)	$100,200

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval Jim Dolan (SW) 6/28/17

Fiscal Approval [illegible]

Program Head Approval B Hall

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel **Return to Summary Page**

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only --------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
NY State CFR code 320		Physician - M.D.	6.85	$1,385,312	$290,458	$1,675,770
NY State CFR code 321		Psychologist (Licensed)	3.53	$301,129	$63,138	$364,267
NY State CFR code 323		Psychology Worker / Other Behavioral Worker	0.64	$11,378	$2,386	$13,764
NY State CFR code 324		Social Worker, Licensed	28.75	$2,004,253	$420,232	$2,424,485
NY State CFR code 501		Program or Site Director	0.75	$102,869	$21,569	$124,438
NY State CFR code 505		Office Worker	23.22	$1,066,783	$223,672	$1,290,455
NY State CFR code 590		Other Program Administration Staff	0.21	$12,303	$2,580	$14,883
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$4,884,027	#######	$5,908,061

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

EDWARD P. MANGANO
COUNTY EXECUTIVE

JAMES R. DOLAN, Jr., D.S.W., L.C.S.W.
ACTING COMMISSIONER
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: 516.227.7057 Fax: 516.227.7079

2017 Refunding Certification

Provider:	South Nassau Communities Hospital	
Address:	2277 Grand Avenue, Baldwin, NY 11516	
Program Type:	Clinic Treatment	
Program Liaison:	Diana Johnson	
OMH/OASAS/OPWDD Licensed:		Yes
NCOMHCDDDS Reviewed Within Past 12 Months:		Yes
Date Reviewed:	1/17/2017	
Performance Outcomes Reviewed:	Program have met goals as outlined in the Appendix A Narrative.	
Overall Rating:	Satisfactory	
Funding Recommended for Contract Year 2017:		Yes

The contract and performance outcomes for this program/agency are in compliance with NYS OMH, or OASAS, or OPWDD and Nassau County funding requirements.

Signed: _____
Acting Commissioner

Date: 1/18/17

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2017

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

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

PRODUCER
Dubraski & Associates
210 Haven Avenue
Scotch Plains, NJ 07076

CONTACT NAME: Sharon Scheuermann
PHONE (A/C, No, Ext): 908-939-8044 FAX (A/C, No):
E-MAIL ADDRESS: sscheuermann@dubraski.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Self Insured	N/A
INSURER B: Zurich American Insurance Company	16535
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
South Nassau Communities Hospital
One Healthy Way
Oceanside NY 11572

COVERAGES CERTIFICATE NUMBER: 36276069 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			Self Insured	6/24/2017	6/24/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,500,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB / OCCUR			HPC-5932335-04	6/24/2017	6/24/2018	EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			Self Insured	6/24/2017	6/24/2018	Each Occurrence	$1,000,000
							Aggregate	$2,000,000

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

The County of Nassau is named as an additional insured as respects to General Liability only
The Umbrella Liability coverage sits above the General Liability coverage only.

CERTIFICATE HOLDER

Nassau County Department of Human Services
60 Charles Lindbergh Blvd.
Suite 200
Uniondale NY 11553-3687

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Michael Christian

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

1a. Legal Name and Address of Insured (Use street address only) South Nassau Communities Hospital One Healthy Way Oceanside, NY 11572	1b. Business Telephone Number of Insured 516-632-4654 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 111352310
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Human Services 60 Charles Lindbergh Blvd. Suite 200 Uniondale, NY 11553-3687	3a. Name of Insurance Carrier First Unum Life Insurance Company 3b. Policy Number of entity listed in box "1a": 469862 3c. Policy effective period: 01/01/2017 to 12/31/2017

4. Policy covers:

a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

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

Date Signed 06/29/2017 By Kimberly Dye Digitally signed by kdye@unum.com Date: 2017.06.29 09:47:21 -04'00'

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

Telephone Number 1-800-ASK-UNUM Title DBL Specialist

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

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

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

Date Signed_____ By_____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number_____ Title_____

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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

NYSIF New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 111352310
RISK MANAGEMENT PLANNING GROUP
A YORK RISK SERVICES GROUP CO
90 MERRICK AVE SUITE 205
EAST MEADOW NY 11554

Scan to Validate

POLICYHOLDER	CERTIFICATE HOLDER
SOUTH NASSAU COMMUNITIES HOSPITAL ATTN: FINANCE DEPT. ONE HEALTHY WAY OCEANSIDE NY 11572	NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, 60 CHARLES LINDBERGH BLVD., SUITE 200 UNIONDALE NY 11553-3687

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 511 529-0	596554	01/30/2017 TO 01/30/2018	6/29/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 511 529-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 530404415

E-172-17

Contract ID:CQHE17000006 Department: Health

Capital:

SERVICE: Transportation Mgmt

NIFS ID #:CQHE17000006 NIFS Entry Date: 26-JUN-17 Term: from 01-SEP-17 to 31-AUG-17

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: **Swissport SA LLC**	Vendor ID#: **113319570**
Address: 2150 Smithtown Avenue Ronkonkoma NY 11779	Contact Person: Michael Maddi
	Phone: 631-737-0600

Department:
Contact Name: Ginny Mundy
Address: 200 County Seat Drive Mineola NY 11501
Phone: 516-571-8589

Routing Slip

Department	**NIFS Entry: X**	**30-JUN-17 -- GMUNDY**
Department	**NIFS Approval: X**	**12-JUL-17 -- GMUNDY**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**12-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**12-JUL-17 -- MKAKOL**
County Atty.	**Insurance Verification: X**	**12-JUL-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**12-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**24-JUL-17 -- CRIBANDO**
Leg. Affairs	**Approval/Review: X**	**13-JUL-17 -- MREYNOLDS**

Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To Provide NY State mandated transportation services to approximately 1,400 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs,. Services are for children who require transportation from home to center-based programs approved by New York State.

Method of Procurement: RFP was advertised in Decemeber, 2016. RFP submissions were opened mid-January, 2017 and evaluated in early March, 2017. Award letter to Swissport was sent on April 25, 2017.

Procurement History: This contractor hasd provided these services in satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health.

Description of General Provisions: Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of T5ansportation regulations and other applicable laws.

Impact on Funding / Price Analysis: First year of a 5 year contract will not exceed $353,028.00 subject to available funding. Contract amounts for following 2nd, 3rd,4th and 5th years are as follow: $360,743.00, (2nd), $370,386.00, (3); $380,270.00 (4th); and $390,402.00 (5th). Contract amounts are 59.5% state aid reimbursable.

Change in Contract from Prior Procurement: First year contract amount $358,028.00 is $38,151.00 less than the prior contract 5th (final) year amount $396,179.00.

Recommendation: (approve as submitted) Approved as Submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**HE54**
Resp:	**5400**
Object:	**PP760**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 142,976.00
Federal	$ 0.00
State	$ 210,052.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 353,028.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	HEGEN5400PP760	$ 353,028.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 353,028.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Swissport SA LLC

2. Dollar amount requiring NIFA approval: $353028

Amount to be encumbered: $353028

This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 9/1/2017 - 8/31/2020

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

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

Grant Fund (GRT)

Federal % 0
State % 59.5
County % 40.5

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

To Provide NY State mandated transportation services to approximately 1,400 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs,. Services are for children who require transportation from home to center-based programs approved by New York State.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 12-JUL-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HEALTH AND SWISSPORT SA LLC

WHEREAS, the County has negotiated a personal services agreement with Swissport SA LLC, to provide continuing assistance to the County in managing and overseeing contracts with private transportation companies, the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation, 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 Swissport SA LLC.

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: Swissport SA, LLC

CONTRACTOR ADDRESS: 2150 Smithtown Avenue, Ronkonkoma, NY 11779

FEDERAL TAX ID #: [redacted]

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

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

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on December 6, 2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on January 25, 2017 [date]. 2 [state #] proposals were received and evaluated. The evaluation committee consisted of: Three members of the Health Dept., one member of the Office of Management and Budget and one member of the Department of Social Services. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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 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

6/30/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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: 5/14/17

Vendor: Swissport LLC

Signed:

Print Name: Michael Maddi

Title: Director

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 ~~Swissport SA, LLC~~ / Michael Maddi
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 2150 Smithtown Ave
   City/state/zip Ronkonkoma NY 11779
   Telephone (631-737-3778
   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 ___/___/___ _____ ___/___/___
   (Other) Michael Maddi 1985-Present

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.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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 ✓ 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. 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.

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 MADDI, 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 24 day of May 2017

Notary Public

ROBERT S. McGREGOR, JR.
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MC4830057
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES OCT. 31, 2017

SWISSPORT SA LLC
Name of submitting business

MICHAEL MADDI
Print name

Signature

DIRECTOR US
Title

5/24/17
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 DANY NASR

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 45025 AVIATION DR STE 350

   City/state/zip DULLES VA 20166

   Telephone 703-742-4325

   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 06 / 01 / 16 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 ___ NO ✓
   If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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 ✓ 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. 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.

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, DANY NASR, 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 8th day of JUNE 2017

PHUONG-CAC S NGUYEN
NOTARY PUBLIC
NOTARY #7703897
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2020

Notary Public

SWISSPORT SA, LLC
Name of submitting business

DANY NASR
Print name

Signature

PRESIDENT
Title

6 / 08 / 2017
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 KEVIN K. JOYCE

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 45025 AVIATION DR STE 350

   City/state/zip DULLES VA 20166

   Telephone (571) 298 - 1557

   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 02 / 09 / 2017

   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 X 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 X 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 X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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.) No

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Kevin Joyce, 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 21st day of JUNE 2017

Notary Public

PHUONG-CAC S NGUYEN
NOTARY PUBLIC
NOTARY #7703897
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2020

SWISSPORT SA, LLC
Name of submitting business

KEVIN K. JOYCE
Print name

Signature

TREASURER
Title

6 / 21 / 2017
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 DAWN ELLIOTT OAKLEY

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 45025 AVIATION DRIVE STE 350

   City/state/zip DULLES VA 20166

   Telephone (703) 742-4325

   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 01/01/2014

   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.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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 ✓ 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. 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.

CERTIFICATION

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I, DAWN ELLIOTT OAKLEY, 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 7th day of JUNE 2017

Notary Public

PHUONG-CAC S NGUYEN
NOTARY PUBLIC
NOTARY #7703897
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2020

SWISSPORT SA, LLC
Name of submitting business

DAWN ELLIOTT OAKLEY
Print name

Dawn Elliott Oakley
Signature

Secretary
Title

06 / 07 / 2017
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 MICHAEL K. HARGETT

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 45025 AVIATION DR STE 350

   City/state/zip DULLES VA 20166

   Telephone (571) 363-8005

   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 06/20/16 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.

   See attached.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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 ✓ 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.

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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.

CERTIFICATION

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I, MICHAEL K. HARGETT, 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 14th day of JUNE 20 17

Notary Public

PHUONG-CAC S NGUYEN
NOTARY PUBLIC
NOTARY #7703897
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2020

SWISSPORT SA, LLC
Name of submitting business

MICHAEL K. HARGETT
Print name

Signature

Michael K. Hargett
Chief Financial Officer
Title

6 / 14 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

Michael K. Hargett

Question 5. Officer of any business other than the one submitting the questionnaire.

Name of Company or Organization	Nature of Business	Description of the Position Held	Start Date and End Date, if applicable	Reason for the Termination of Activity, if applicable
Egatematrix, LLC	US-based asset management, sourcing and procurement, and airline-catering software development	VP	12/31/2008 – 11/20/2015	Resigned employment from gategroup
Gate Gourmet, Inc.	gategroup airline caterer in the U.S.	VP and Treasurer	12/31/2012 – 11/20/2015	Resigned employment from gategroup
gategroup US Finance, Inc.	gategroup holding and finance company	Treasurer	12/31/2010 – 11/20/2015	Resigned employment from gategroup
gategroup US	gategroup holding company	Treasurer	12/31/2010 – 11/20/2015	Resigned employment from gategroup
deSter Holding B.V.	World's leading supplier to airlines for food presentation and service concepts and materials	Supervisory Board Member	2/05/2009 – 10/31/2014	Replaced with local finance representative
Gate Gourmet Northern Europe	gategroup airline holding company and retail on board caterer in Denmark	Director	5/7/2010 – 10/13/2014	Replaced with local gategroup finance representative
gategroup Finance (Luxembourg)	gategroup holding and finance company	Director	6/14/2011 – 12/17/2014	Replaced with European based Group finance representative
gategroup Financial Services Sarl	gategroup holding and finance company	Manager	6/14/2011 – 12/17/2014	Replaced with European based Group finance representative

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: 5/22/17

1) Proposer's Legal Name: Swissport SA, LLC

2) Address of Place of Business: 2150 Smithtown Ave, Ronkonkoma, NY 11779

List all other business addresses used within last five years:
none

3) Mailing Address (if different): _____

Phone : [redacted]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: [redacted]

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

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) LLC

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: Aviation Services worldwide, but not from this location.

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 proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

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 ✓ 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 violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

No conflict exists

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

No conflict exists

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

All employees are required to complete an annual conflict of interest form.

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; JULY 1952

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; } See Attachment A

iv) State of incorporation (if applicable); See Attachment B

v) The number of employees in the firm; [redacted]

vi) Annual revenue of firm; 3.6 Billion

vii) Summary of relevant accomplishments Management of Suffolk, Nassau & Orange Counties.

viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. 65 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. 33 YEARS OF PRESCHOOL EXPERIENCE

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

Company Suffolk County Dept of Health

Contact Person [redacted]

Address 50 Laser Ct.

City/State Hauppauge, NY

Telephone [redacted]

Fax # [redacted]

E-Mail Address N/A

Company Orange County Dept of Health

Contact Person [redacted]

Address [redacted]

City/State Goshen, NY 12845

Telephone [redacted]

Fax # [redacted]

E-Mail Address

Company Suffolk County Dept of Social Services

Contact Person [redacted]

Address [redacted]

City/State Ronkonkoma, NY 11779

Telephone [redacted]

Fax # [redacted]

E-Mail Address N/A

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 MADDI, 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 24 day of May 2017

Notary Public

ROBERT S. McGREGOR, JR.
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MC4830057
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES OCT. 31, 2017

Name of submitting business: SWISSPORT SA LLC

By MICHAEL MADDI
Print name

Signature

DIRECTOR US
Title

5/24/17
Date

A

Swissport SA, LLC

as of 6/26/17

Title	Name	#. Street, City, State. Zip Code
OFFICERS		
President	Dany Nasr	Swissport SA, LLC 42025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Michael Hargett	Same address as above
Vice President	Frank Mena	Same address as above
	Roger Larreur	"
	Mark Norris	"
	Michael Kilchherr	"
Treasurer	Kevin Joyce	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above

Attachment D

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF

SWISSPORT SA, LLC

A DELAWARE LIMITED LIABILITY COMPANY

JANUARY 1, 2015

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of SWISSPORT SA, LLC, a Delaware limited liability company (the "Company"), is hereby adopted by Servisair Americas, LLC, a Delaware limited liability company, the sole member of the Company (the "Member"), in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended (the "DLLCA"), to govern the affairs of the Company and the conduct of its business.

BACKGROUND

WHEREAS, the original Limited Liability Company Operating Agreement for the Company was adopted on May 31, 1996. An Amended and Restated Limited Liability Company Agreement was adopted on May 1, 2012.

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement in its entirety as set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, rights and obligations set forth in this Agreement, the benefits to be derived from them, the Member agrees as follows:

1. Formation. The Company was originally organized as a Delaware limited liability company on April 18, 1996, when its Certificate of Formation was filed with the Delaware Secretary of State.

2. Name. The name of the Company is "SWISSPORT SA, LLC", and all Company business must be conducted in that name or such other names that comply with applicable law.

3. Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the DLLCA and which is not forbidden by the law of the jurisdiction in which the Company engages in that business.

4. Registered Office and Registered Agent. The registered office of the Company required by the DLLCA to be maintained in the State of Delaware shall be the office of the registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board of Directors (as hereinafter defined) may designate in the manner provided by law. The registered agent of the Company in the State of Delaware shall be

the registered agent named in the Certificate or such other person or persons as the Board of Directors may designate in the manner provided by law.

5. Foreign Qualification. Prior to conducting business in any other jurisdiction other than the State of Delaware, the Company shall comply, to the extent procedures are available and those matters are reasonably within the control of the Company, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

6. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at such place as the Board of Directors may designate, which need not be in the State of Delaware. The Company may have such other offices as the Board of Directors may designate.

7. Member. By virtue of the fact that the Member owns and controls all issued and outstanding Membership Interest in the Company, the Member is the Sole Member of the Company as of the effective date of this Agreement. The Member shall not cease to be a member of the Company upon the occurrence of any event described in Section 18-304 of the DLLCA.

8. Common Shares. Henceforth, as used herein, the term "Common Share" shall mean an undivided fractional part of all of the limited liability company interests (as defined in the DLLCA) of the Company and shall include all rights, powers, and obligations possessed by the members of the Company under the DLLCA, the Certificate, and this Agreement. The Company is henceforth authorized to issue 100 Common Shares, all of which shall be issued to the Member in exchange for the contribution of capital or other property previously contributed by the Member as identified in the tax records of the Company and shall be considered outstanding. Any person (as defined in the DLLCA) to whom a Common Share is transferred shall become and be admitted as a member of the Company with respect to such Common Share upon such transfer. A person shall resign as and cease to be a member of the Company when all of such person's Common Shares have been transferred to another person. The Common Shares of the Company shall be certificated, and any share certificate shall be deemed validly issued when signed by the President and Secretary of the Company.

9. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient, or incidental to or for the furtherance of the purposes set forth in Section 3, including any and all powers set forth in the DLLCA.

10. Term. The Company's existence shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the DLLCA, or (c) the occurrence of an event that causes there to be no members of the Company, unless the Company is continued in accordance with the DLLCA. No other event shall cause a dissolution of the Company.

11. Management. Subject to the provisions of the DLLCA and any limitations in this Agreement as to action to be authorized or approved by the Member, all management powers over the business and affairs of the Company shall be henceforth exclusively vested in a board of managers (the "Board of Directors" or the "Board"). Collectively, the Board of Directors shall

constitute "managers" of the Company within the meaning of the DLLCA. The Board of Directors may delegate certain of its powers to officers (the "Officers"), who shall be agents of the Company. No Member, by virtue of its status as a member of the Company, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Directors and of the Officers shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.), as amended (the "DGCL"). Thus, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors who shall act collectively as a board by resolution duly adopted, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers. In addition to the powers that now or hereafter can be granted to managers under the DLLCA and to all other powers granted under any other provision of this Agreement, the Board of Directors (subject to Section 12 of this Agreement) and the Officers (subject to Section 14 of this Agreement and the direction of the Board of Directors) shall have full power and authority to do all things on such terms as they, in their sole discretion, may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company. An individual Director shall have no independent authority to act on behalf of the Company except as may be specifically delegated to him or her by the Board of Directors.

12. Board of Directors.

(a) Number, Election and Term. The number of members of the Board of Directors (each, a "Director") that shall constitute the whole Board of Directors shall initially be equal to four. From time to time, the Member may fix the number of Directors, but the Board shall consist of not less than one (1) member. The Directors shall be elected by the Member at such times as determined by the Member, except as provided in Section 12(b), and each Director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or members of the Company. Effective immediately, the directors of the Company shall be Matt Ellingson and Joseph J. Phelan.

(b) Vacancies, Additional Directors, and Removal From Office. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, or removal from office of any Director, or otherwise, or if any new directorship is created by an increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, or a sole remaining Director, may choose a successor or fill the newly created directorship; and a Director so chosen shall hold office until his successor shall be duly elected and shall qualify, unless sooner displaced. Any Director may be removed either for or without cause at any special meeting of the Member duly called and held for such purpose.

(c) Regular Meeting. A regular meeting of the Board of Directors is not required to be held each year. If a regular meeting is held, such regular meeting shall be held at such place and time as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

(d) Special Meeting. A special meeting of the Board of Directors may be called by the Chief Executive Officer or by the President and shall be called by the Secretary on the written request of any two Directors. The Chief Executive Officer or President so calling, or the Directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

(e) Notice of Special Meeting. Written notice of special meetings of the Board of Directors shall be given to each Director at least 48 hours prior to the time of such meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(f) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the DLLCA, by the Certificate, or by this Agreement. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(g) Action Without Meeting. Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Section 12(i) of this Agreement, may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile, or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile, or other reproduction shall be a complete reproduction of the entire original writing.

(h) Compensation. Directors, as such, shall not be entitled to any stated salary for their services unless voted by a majority of the disinterested Directors or the Member; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of Directors. No provision of this Agreement shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation therefore.

(i) Committee of Directors.

(i) Designation, Powers and Name. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each such committee to consist of two or more of the Directors of the Company. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the Company as may be provided in such resolution. The committee may authorize the seal of the Company to be affixed to all papers that may require it. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

(ii) Minutes. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

(iii) Compensation. Members of special or standing committees may be allowed compensation for attending committee meetings, if the Member shall so determine.

13. Notice.

(a) Methods of Giving Notice. Whenever, under the provisions of applicable statutes, the Certificate or this Agreement, notice is required to be given to any Director, member of any committee, or the Member, such notice may be given in writing and delivered personally or mailed to such director, member of any committee, or the Member; provided that in the case of a Director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a Director, member of a committee, or the Member shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of the Member, to the Member at the Member's address as it appears on the records of the Company or, in the case of a Director or a member of a committee, to such

person at his business address. Notice to Directors and the Member may also be given by facsimile telecommunication. Notice may also be given to any Director, member of any committee or the Member by a form of electronic transmission as that term is defined in Section 232 of the DGCL.

(b) Written Waiver. Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate, or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

14. Officers.

(a) Officers. The Officers shall be a Chief Executive Officer, a President, a Treasurer and a Secretary. In addition, the Board may elect one or more Vice Presidents (any one or more of which may be designated Executive Vice President or Senior Vice President), and such other Officers and agents, including Assistant Secretaries and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. None of the Officers need be a Director, and none of the Officers need be a member of the Company.

(b) Election and Term of Office. The Officers shall be elected by the Board of Directors at such times as determined by the Board of Directors. Each Officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal.

(c) Removal and Resignation. Any Officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Company shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any Officer may resign at any time by giving written notice to the Company. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Vacancies. Any vacancy occurring in any office of the Company by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

(e) Salaries. The salaries of all Officers and agents of the Company shall be fixed by the Board of Directors or pursuant to its direction; and no Officer shall be prevented from receiving such salary by reason of his also being a Director.

(f) Chief Executive Officer. A Chief Executive Officer, if such office is created, shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Company. The Chief Executive Officer shall preside over any meetings of the stockholders. Effective immediately, the Chief Executive Officer of the Company shall be Joseph J. Phelan.

(g) President. The President shall have the general charge of the management of the business and affairs of the Company, subject to the control of the Board of Directors, shall ensure that all orders and resolutions of the Board of Directors and the Member are carried into effect and shall perform such other duties as from time to time may be prescribed by the Member or the Board of Directors. The President shall preside at any meetings of the Board of Directors of the Member at which the Chief Executive Officer of the Board is not present. Effective immediately, the President shall be Joseph J. Phelan.

(h) Vice Presidents. In the absence of the President, or in the event of his inability or refusal to act, the Senior or Executive Vice President (or in the event there shall be no Vice President designated as Senior or Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or the Board of Directors. Effective immediately, Matt Ellingson is elected Senior Vice President of the Company. Additionally, each of Gregory B. Reeves, Frank Clemente, Steven A. Gomez, Frank Mena, Roger Larreur, Mark Norris and Michael Kilchherr is elected a Vice President of the Company.

(i) Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall (i) have charge and custody of and be responsible for all funds and securities of the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever and deposit all such moneys in the name of the Company in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 15(c) of this Agreement; (iii) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, and at such other times as may be required by the Board of Directors or the President, a statement of financial condition of the Company in such detail as may be required; and (iv) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Effective immediately, the Treasurer shall be Sean M. Klinge.

(j) Secretary. The Secretary shall (i) keep the minutes of the meetings of the Member, the Board of Directors and committees of Directors; (ii) see that all notices are duly given in accordance with the provisions of this Agreement and as required by law; (iii) be custodian of the records and of the seal of the Company, and see that the seal of the Company or a facsimile thereof is affixed to all documents, the execution of which on behalf of the Company under its seal is duly authorized in accordance with the provisions of this

Agreement; (iv) keep or cause to be kept a register of the post office address of the Member which shall be furnished by the Member; and (v) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors. Effective immediately, the Secretary shall be Dawn Elliott Oakley.

(k) Assistant Secretary and Treasurer. The Assistant Secretaries and Assistant Treasurers (if any are appointed) shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent Officer from the responsibilities and liabilities of his office. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Company shall not have any Assistant Secretaries or Assistant Treasurers at this time.

15. Contracts, Checks and Deposits.

(a) Contracts. Subject to the provisions of Section 14(a), the Board of Directors may authorize any Officer, Officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company. In the absence of any specific authorization issued by the Board of Directors, however, the signature of two officers shall be required to bind the Company to any contract or other legal commitment.

(b) Checks. All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company, shall be signed by such Officer or Officers or such agent or agents of the Company, and in such manner, as shall be determined by the Board of Directors.

(c) Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositories as the Board of Directors may select.

16. Contributions; Distributions.

(a) Contributions. The Member shall make additional capital contributions to the Company at such times and in such amounts as determined by the Member in the Member's sole discretion. All capital contributions made by the Member to the Company shall be credited to the Member's account.

(b) Distributions. The Company shall make distributions to the Member at such times and in such amounts as may be determined by the Board of Directors. Notwithstanding any other provision of this Agreement, neither the Company, nor the Board of Directors on behalf of the Company, shall make a distribution to the Member on account of its interest in the Company if such distribution would violate the DLLCA or other applicable law.

17. Indemnification of Directors and Officers.

(a) Third Party Actions. The Company shall indemnify any Director or Officer, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Actions by or in the Right of the Company. The Company shall indemnify any Director or Officer, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Chancery or such other court shall deem proper.

(c) Mandatory Indemnification. To the extent that a Director, Officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 17(a) and 17(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Determination of Conduct. The determination that a Director, Officer, employee, or agent has met the applicable standard of conduct set forth in Sections 17(a) and 17(b) (unless indemnification is ordered by a court) shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (iii) by the Member.

(e) Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Section 17.

(f) Indemnity Not Exclusive. The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any other provision of this Agreement, other agreement, vote of the Member, or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) Definitions. For purposes of this Section 17:

(i) "the Company" shall include, in addition to the Company, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Section 17 with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued;

(ii) "other enterprises" shall include employee benefit plans;

(iii) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(iv) "serving at the request of the Company" shall include any service as a Director, Officer, employee, or agent of the Company that imposes duties on, or involves services by, such Director, Officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and

(v) a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 17.

(h) Continuation of Indemnity. The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

18. Mergers, Consolidations, and Conversions. Subject to the requirements of the DLLCA, the Company may be a party to a merger, consolidation, conversion, or other transaction authorized by the DLLCA.

19. Amendments to this Agreement. The power to alter, amend, restate, or repeal this Agreement or to adopt a new limited liability company agreement is vested in the Member. This Agreement may be amended, modified, supplemented, or restated in any manner permitted by applicable law and approved by the Member.

20. Construction. Unless the context otherwise requires: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter; (b) references to Sections refer to Sections of this Agreement; and (c) words used in the singular shall also denote the plural, and words used in the plural shall also denote the singular. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. Tax Matters. For as long as the Company remains a single-member limited liability company, it shall be disregarded for federal and state tax purposes. All provisions of the Certificate and this Agreement are to be construed so as to preserve that tax status unless and until the Member makes a valid alternative election.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to principles of conflict of laws), all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement to be effective as of January 1, 2015 at 12:09 a.m.

SERVISAIR AMERICAS, LLC
A Delaware limited liability company

Sole Member

By: _____
Name: Joseph J. Phelan
Title: President/Chief Executive Officer

By: _____
Name: Dawn Elliott Oakley
Title: Secretary

COUNTY OF NASSAU

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

1. Name of the Entity: Swissport SA, LLC

Address: 2150 Smithtown Ave.

City, State and Zip Code: Ronkonkoma, NY 11779

2. Entity's Vendor Identification Number [redacted]

PLEASE CIRCLE → 3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (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 Attachment A

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.

None

A

Swissport SA, LLC

as of 6/26/17

Title	Name	#. Street, City, State. Zip Code
OFFICERS		
President	Dany Nasr	Swissport SA, LLC 42025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Michael Hargett	Same address as above
Vice President	Frank Mena	Same address as above
	Roger Larreur	"
	Mark Norris	"
	Michael Kilchherr	"
Treasurer	Kevin Joyce	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above

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

(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: 5/14/17

Signed:

Print Name: Michael Maddi

Title: Director

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Swissport SA LLC, a New York State corporation, having its principal office at 2150 Smithtown Avenue, Ronkonkoma , NY 11779 (the "Contractor").

W I T N E S S E T H:

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

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

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. Term. This Agreement shall commence on September 1, 2017, and terminate on August 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Contractor shall provide the services as detailed in the attached Appendix B ("Services"). The Contractor will provide continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "bus companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations. The Contractor is required to manage and supervise the conduct and operation of the bus companies and to assist the County in drafting specifications for future transportation services bids.

3. Payment.

(a) Consideration.

(i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed One Million Eight Hundred Fifty-four Thousand Eight Hundred Twenty-nine Dollars ($1,854,829), payable in accordance with the fee schedule attached to this Agreement as Appendix A.

(ii) Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement, as set forth in Appendix A. Contractor further acknowledges that the initial encumbrance under this Agreement shall be Three Hundred Fifty-three Thousand Twenty-eight Dollars ($353,028), payable for the first contract year, September 1st, 2017 through August 31st, 2018. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed. (b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any

obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County

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

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

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

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under 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. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her

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

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

(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.

8. 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 form as prescribed by the Department. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

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

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

(c) Delivery: Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of 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.

11. 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.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 90 days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By The Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least 90 days prior to the termination date (or a shorter period if 90 days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

13. Accounting Procedures: Records. 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. 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.

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three 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.

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

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

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

(d) The following exhibits and appendices are attached hereto and are made a part of this Agreement:

Appendix A	Fee Schedule
Appendix B	Services
Appendix BB	Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review
Appendix D	BUSINESS ASSOCIATE ADDENDUM
Appendix EE	Equal Employment Opportunities for Minorities and Women
Appendix L	Certificate of Compliance

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. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars ($533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 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. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

21. 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.

(c) The Department will notify the Contractor in writing at least One Hundred and Twenty (120) days prior to the end of each Agreement year of the availability of funds and the Department's intent to continue this Agreement.

22. 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.

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

Swissport SA, LLC

By: _____

Name: MICHAEL MADDI

Title: DIRECTOR US

Date: 5/14/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Chief Deputy County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 14 day of May in the year 2017 before me personally came Michael Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Director of Transportation US, 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

R. THOMAS MASTERS
Notary Public, State of New York
No. 02MA4890307
Qualified in Nassau County
Commission Expires March 30, 2019

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

On the ____ day of _____ in the year 2017 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

Appendix A

FEE SCHEDULE

	Flat Fee Per Student per Month	Maximum Contact Amount	Cumulative Contract Amount
Year 1	$21.27	$353,028	$353,028
Year 2	$21.73	$360,743	$713,771
Year 3	$22.32	$370,386	$1,084,157
Year 4	$22.91	$380,270	$1,464,427
Year 5	$23.52	$390,402	$1,854,829

Cost per student based on RFP data plus active Parent Mileage Reimbursement students 16600 will be billed at ½ of the Flat Fee per Student per month.

Administrative services for Parent Mileage Reimbursement will be provided at no additional cost to the County.

Appendix B

Services

- Check vehicle safety equipment including fire extinguisher, first aid kit, seat belts, body fluid kits, emergency window and door operation
- Review driver's license
- Review operation of vehicle horn, headlights, turn signals, emergency flashers and windshield wipers
- Fleet cleanliness
- Vehicle maintenance files

Swissport's inspectors also review driver and assistant loading and unloading procedures to ensure all safety precautions are being followed.

Each inspector will record their monthly inspections and will submit them to the County monthly in a report **SEE ATTACHMENT F**

Swissport will provide each field site inspector with an all wheel drive vehicle equipped with two-way radios and GPS.

9. Conduct regular meetings with the contractor(s) to reinforce effective safety strategies and participate in safety training workshops. A safety library must be maintained which must include films, videotapes and materials for utilization by contractor staff, Department personnel and educational facility personnel for the improvement of transportation services and safety. This information will be included in the vendor's monthly report to the DOH/OCSN.

RESPONSE:

Swissport conducts annual Driver/Driver Assistant sensitivity training. Prior to approval, Swissport requires the transporter to have the route time checked through dry runs to assure compliance with time standards. Also, at irregular intervals during the course of the school year, Swissport conducts spot audits of all routes.

Swissport has developed an extensive transportation library. Swissport will continually expand their library through professional workshops and seminars.

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10. Assure the adequate operation of the contractor(s) communications systems. This information will be included in the vendor's monthly report to the DOH/OCSN.

RESPONSE:

As part of the transporter's bid specifications prepared by the County, it mandatory that they supply a sufficient number or radios for our inspector vehicles. This enables us to monitor the communication between the contractor and their drivers. It provides us with up to the minute vehicle status if there is a delay, breakdown, accident, traffic situation, etc.

Swissport also monitors the transporters thru their GPS systems which is compatible with our computer system.

11. Utilize a private meteorological service and assist the County in determining whether to suspend transportation due to weather.

RESPONSE:

As mentioned in the Qualification and Experience section of our response, Swissport provides snow removal, salting, sanding and deicing services at many airports throughout the United States. In order for Swissport to operate effectively, it is necessary for Swissport to contract with a private meteorological service to provide us with weather forecast for each area.

Swissport currently provides the private meteorological service in our existing contract with the County and will continue to do so if awarded the contract.

When our private weather service warns of pending inclement weather, Swissport 's management staff is on call 24/7 to monitor and evaluate the conditions. On any inclement weather day, prior to transportation service, Swissport's management staff is in contact with each transportation company so transportation can be provided in the safest manner.

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12. Monitor the existence of proper safety and training programs at the contractor(s) facilities. the information will be included in the vendor's monthly report to the DOH/OCSN.

RESPONSE:

As part of the RFB's contract specifications, all drivers and assistants are required to be in compliance with Article 19A of the New York State Vehicle and Traffic Law and Section 156.3 of the regulations of the Commissioner of Education.

In addition to the above, we required that each schools bus driver employed by the Transporter shall have received at least two hours of instruction on school bus safety practices before transporting students. During the first year of employment, each driver and assistant shall complete a course of instruction in school bus safety practices. Swissport requires all drivers and assistants attend training seminars conducted by each school they service. The transporters are required to conform to any changes made by regulatory agencies pertaining to the instruction of school bus drivers. During safety and training sessions representatives of Swissport are present and participate in the sessions to ensure compliance with contract specifications.

13. Under the approval of the Director of OCSN, conduct periodic meetings with educational facility staff and parents to review services. This information will be included in the vendor's monthly report to the DOH/OCSN.

RESPONSE:

Swissport has and will continue to attend committee meetings as well as carry out activities, as directed by the Director of OCSN. Swissport will continue to participate in all transportation workshops, as well as, continue to actively develop and participate in Driver and Assistant Orientation Meetings.

14. Prepare, maintain and update a Parent Transportation brochure in accordance with current DOH/OCSN policy, procedures and requirements. This

brochure shall include policies, parent responsibilities, safety issues, weather and snow emergency information, key telephone numbers, etc.

RESPONSE:

; Swissport has l both the English and Spanish versions of our parent pamphlet. Swissport has maintained and printed our pamphlet as the County requested.

15. Respond to all inquires and complaints regarding the transportation service and maintain a monthly log of the communications. This information will be included in the vendor's monthly report to the DOH/OCSN. Complaints with a potential serious consequence such as motor vehicle accidents, ambulance response or security involvement of any type must be immediately reported to DOH/OCSN.

RESPONSE:

Swissport handles all transportation issues in the preschool program. When a complaint is received, depending on the nature and severity of it, our field staff may respond by immediately going out into the service area and meeting the driver and assistants. If the complaint is about routing or equipment, Swissport will research the matter and expedite a solution in a timely manner.

All calls received by Swissport's staff are logged on our daily telephone log sheet and will be included in the monthly report.

Swissport's management team always keeps the Director of OCSN informed of any situation that may have serious consequences. The Director and any other county member that the Director authorizes, has a Swissport cell number that a Swissport manager may be reached at all times.

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16. The vendor will serve as the liaison between the educational facilities', transportation coordinators, parents and the DOH/OCSN

RESPONSE:

Swissport works directly with preschool programs and parents regarding all aspects of the preschool transportation program. Swissport has arranged meetings between parents and transporter to discuss incidents and to make sure all family member were comfortable with transportation.

At the start of every program year there are always transportation concerns. Swissport works closely with the provider school, parent and transporter to work through these issues

The children's safety and well-being are our priority. If Swissport is awarded this contract we will continue to foster our relationships with the provider schools and transporters and make sure that all their transportation needs are met.

17. Review and approve all bus routes, in addition to making day-to-day changes which seem necessary with respect to routes, number of vehicles and other operating matter, and inform the Department of such changes within seven days. The vendor will include in the monthly report all routes with less than three children including efforts to reduce or eliminate these low occupancy vehicles (LOV).

RESPONSE:

Prior to the start of the summer and fall programs and whenever a change is needed for bus routes Swissport reviews, approves and if necessary, will do dry runs of routes to ensure contract compliance. At the start of the 2015- 2016 school year Swissport eliminated seventeen routes (17). The transporters presented us the routes for approval and through our skill, experience and routing program we were able to delete those routes for a savings of approximately $97,635.05. At the start of the 2016 2017 Swissport eliminated twenty four (24) routes for a saving of

approximately $168,707.00. In addition, Swissport maintains stringent oversight of all operating matters and the number of vehicles and routes so as to improve cost effectiveness of the program without affecting safety and reliability.

Swissport maintains a monthly report of all Low Occupancy Vehicles (LOV Routes). The only time Swissport authorizes a LOV route is when there are less than three children attending a facility or session.

18. Prepare reports to the Department as directed, including periodic notification of failures by transporters to comply with specifications or maintain the services and inquiries and complaints and their disposition.

RESPONSE:

Swissport provides the County with the following reports:

- Student List - Complete list of all authorized students for the past month. This report will be sorted by provider schools and in alphabetical order by student's last name.
- Student Counts by Provider School-A tally of all active students for the month in each Provider School. This is a numerical report.
- Cost Per Student - A breakdown of the cost per student in each zone.
- Vendor Contract Compliance - This report will show the Liquidated Damages for the month and the cost.

Early Intervention Busing only

- All EIP - A complete alphabetical list sorted by zone of all authorized EIP students for the month.
- Authorization Renewal - An alphabetical list of all the EIP students whose authorization will be ending in the upcoming month.

Swissport currently sends the above reports to the County Finance Department. If Swissport is selected the above reports along with a monthly narrative will be provided to the Director of the DOH/OCSN.

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19. Develop protocols in response to any contract violations and maintain a record of such violations and subsequent corrective action. this information will be included in the vendor's monthly report to the DOH/OCSN.

RESPONSE:

Swissport current protocol for contract violations is as follows:

- When a contract violation occurs Swissport advises the transporters of the incident and related potential liquidated damages.
- When contract violations are serious in nature Swissport will inform DOH/OCSN of the incident immediately.
- Violations are faxed to the contractor on the next business day.
- Swissport holds monthly meetings with the Management Team to review all the liquidated damages for the month
- Each violation is reviewed and assessed a dollar amount. All violations are reviewed with the transporter to enforce all policies and procedures.
- Swissport submits documentation of Liquidated Damage assessments with the transporter's monthly invoice to the County.

Swissport will continue our current protocol and include the information in a monthly report.

20. Conduct other activities necessary to establish and promote high quality transportation services.

Response:

As stated elsewhere in our proposal, for the past 31 years, Swissport has provided high quality full transportation management services for the county.

Swissport requires every driver and assistant to meet with one of our staff to approve them before they can service the program. This ensures that we only use the most qualified transportation people in our program.

Swissport worked carefully with the County, Provider School, School Districts and parents to ensure that before transportation would begin for a child their emergency drop off information was updated and viable. This was to ensure the child's well-being in the event that their caregiver was not home at the end of their school day.

Swissport's staff is well seasoned and extensively trained in pupil transportation. Every staff member attends all required New York State transportation refresher classes and we will continue with our transportation education so that we are knowledgeable on all the new laws and regulations.

21. Establish and operate an emergency notification system in order to provide timely communication to parents, providers and OCSN of any changes or cancelations to transportation as a result of weather or other unplanned events. Notification should occur at least one hour before the scheduled trip.

RESPONSE:

Swissport has an account with One Call Now which is an automated phone messaging service used by many school districts in the United States. One Call now will notify all the Preschool Parents on the morning of inclement weather that transportation will not be provided. All the provider schools are on our call list too. We have used this service for the past few years and it has been successful. Swissport also speaks directly with many of the directors from various provider schools to keep them informed of weather and road conditions.

If Swissport is selected we would like to expand our use of One Call Now. Swissport would include notification at the start-up of a program year to let parents know that a bus will be coming by to do "their dry run". Swissport is confident that this notification will decrease the number of calls the County and Provider Schools receive from parents wanting to know if busing is starting for their child.

22. Review contractor(s) certified invoices and supporting documentation in accordance with the County Comptroller's reasonable requirements; certify that, to the best of its knowledge, such invoices are correct/ and submit same to the Department for payment by the County (indicating any adjustments, i.e. liquidated damages, if appropriate).

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RESPONSE:

Under Swissport's existing contract we complete a monthly review of each of the contractor's invoices. The review includes, but is not limited to route structure, to ensure that each segment of a route is assembled in the proper route. Swissport's team reviews each route to make certain of the time of first pickup and the last drop off by comparing the route information to a GPS printout or time sheets signed by parents, number of students per route, to ensure maximum vehicle utilization. Swissport also reviews route time and route package time, to make sure that each route segment and package is being properly billed. A final review of the County claim voucher is done to make certain that all of the routes are listed and billed properly. Swissport is very experienced at processing and teaching new transporters how to prepare their voucher for the county.

23. Prepare and audit Parent Mileage Reimbursement (PMR) claims and submit to DOH/OCSN.

RESPONSE:

Swissport currently processes the Nassau County Parental Mileage Reimbursement program. A Swissport staff member must enter all new authorized students (children in the preschool program 3-5 and children in the early intervention program birth to 2years 11 months) into our Versa Trans system. For all Early Intervention children Swissport will mail packets to the families and update their authorization numbers.

The following information highlights how Swissport processes a claim:

- check for authorization (bussing, one-way or round trip)
- Attendance form filled out by a school representative and signed by parent
- Claim voucher - filled out and signed by parent
- taxpayer identification form if needed
- Swissport generates MapQuest directions to be submitted with claim

- calculate mileage by the number of days a child attended, reimbursement rate, and by the number of trips the child is authorized for
- Swissport makes copies for the child's file
- Twice a month on the 1st and 15th we prepare an excel spread sheet for the county, separated by preschool and early intervention
- the student list and original claims are then mailed to the County

Swissport processes children in the Parental Mileage Reimbursement Program daily but can only submit claims twice a month (the first and the fifteenth).

24. Computerized Routing Software Requirements - The Vendor shall supply and utilize computerized routing software that is capable of tracking the following program and vehicle requirements in a format to be approved by the Department: The current routing software program being utilized is Versa Trans; however the Vendor can operate any comparable software program.

RESPONSE:

Swissport currently uses Versa Trans. The Department has approved this software's ability of meeting the requirements of the program.

Versa Trans is a leading Student Transportation Management software, which is being utilized by thousands of school districts in the United States including many Long Island School districts.

The system uses a GIS based geocoding system and the leading digital maps as the backbone of its routing and scheduling software. The flexibility of the software is that is can handle both door-to-door pick-ups and locations stops. Versa Trans can graphically identify children's special needs (i.e. wheelchair) to ensure the proper vehicle is assigned to the student.

- Route Scheduling - Swissport's software is capable of detailing the time the bus will need to complete the assigned route. Swissport's highly experience staff electronically monitors the routes to ensure no child's ride time exceeds the time limitation. The software is also capable of computerizing the optimal route path to ensure vehicles are running the most efficient routes. A field

inspector equipped with GPS enabled vehicle, monitors all routes to ensure proper length and time.

- Vehicle - Swissport performs monthly vehicle inspections and monitors routes for contractual compliance and validity. Swissport processes changes to a route on a daily bases or as needed to ensure that all information is correct and up to date. Swissport enters assigned route numbers in the student records. Route numbers are updated through daily route change logs.
- Route Optimization - Swissport utilizes state of the art digital maps. Swissport has not only acquired the Nassau County map but also both Suffolk and Queens County to ensure that even our out of County routes are running efficiently. Swissport staff performs computerized routing simulations to ensure that the routes are running to optimal efficiencies.

Swissport will continue to work with DON/OCSN with any further changes or enhancements to the databases or reporting features. Swissport will also continue to research other software programs to stay current with electronic programs.

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e) PROVIDE A DESCRIPTION OF REPORTS AND IN WHAT FORMATS THEY ARE AVAILABLE (PROVIDE SAMPLES).

RESPONSE:

Swissport provides the County with the following reports:

- Student List - Complete list of all authorized students for the past month. This report will be sorted by provider schools and in alphabetical order by student's last name.
- Student Count by Provider School-A tally of all active student for the month in each Provider School. This is a numerical report.
- Cost Per Student - A breakdown of the cost per student in each zone. Vendor Contract Compliance - This report will show both the Liquidated Damages for the month and the cost per student.

Early Intervention Busing only

- All EIP - A complete alphabetical list sorted by zone of all authorized EIP student for the month.
- Authorization Renewal - An alphabetical list of all the EIP students whose authorization will be ending in the upcoming month.

All of Swissport's reports are prepared in excel at the County's request.

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Records and Reporting Requirements

1. **The Contractor shall maintain computerized files of reports on drivers and driver assistants of each transporter under County contract. The Contractor is required to make these files available to the NCDOH upon request.**

   Response:

   SWISSPORT's Versa Trans software contains an entire database for the purpose of maintaining and tracking drivers and driver assistant files. Data fields are made up of 19A, New York State and Nassau County drivers/driver assistant's rules and regulations, reports are run by transporters and verified by SWISSPORT for compliance. SWISSPORT will provide a monthly or on demand reports. Report can be customized to the fit NCDOH needs and transmitted electronically to the Department.

2. **The Contractor shall assist with and monitor each transporter for photo identification of drivers and driver assistants employed in the performance of the program. The Contractor is required to make these files available to the NCDOH upon request.**

   Response:

   SWISSPORT requires that transporters submit a photocopy of each driver's New York State driver's license with each new Driver 19A sheet. Since driver assistants are not required to have a New York State driver's license, SWISSPORT will require a copy of each driver assistant's company photo ID badge. Photo ID's for both driver and driver's assistants are verified along with all other records during driver file and audits of the transporters records. Versa Trans' Software allows SWISSPORT to scan the photo ID into the system as part of the Drivers and Driver Assistants record.

   Inspectors check drivers and drivers assistant's photo ID as part of their inspection process. Inspectors then verify in SWISSPORT's Versa Trans' driver files database that the Transporter has submitted the photo ID to SWISSPORT.

3. **The Contractor shall maintain a file on each child transported from the time he/she enters the program. A report must be compiled that includes such information as required by the NCDOH (e.g., authorization, transportation changes, and special transportation needs). The Contractor is required to retain all records for children for a period of seven years after the last date of enrollment.**

Response:

SWISSPORT starts each school year (July) with a new database for that school year. SWISSPORT runs parallel databases for the current school year when preparing a new database for the upcoming school year. Past school years databases are archived on SWISSPORT's server and can be accessed at any time.

SWISSPORT enters the Student information for both CPSE (3-5 year olds) and Early Intervention (birth-2 years 11 months) from the Transportation Request Forms (TRF's) into the Versa Trans student database.

Each Student's record allows SWISSPORT to store and track pertinent information to assist in providing safe and reliable transportation services. This information is included but not limited to Student name, date of birth, legal address, Phone contact numbers, pick up and drop off address, provider school session times, special transportation needs (i.e. wheelchair, car seat, etc), Parents or Guardians emergency contacts, etc. Each student record also has a free flow notes section to attach any incidents or special circumstances that would assist in providing the safest transportation services.

Reports that are run on the student database include but are not limited to:

Monthly

- *Active student list (busing)*
- *Active student count (busing)*
- *Student lists by route number*
- *Liquated Damages*

Daily

- *Daily change log (list of changes made to student records by zone).*

All reports can be changed or new reports added based on the needs of NCDOH. All reports can be submitted either on paper or electronically. SWISSPORT adheres to all transportation record keeping and retention requirements. SWISSPORT is capable of maintaining records for the required seven years. SWISSPORT is a HIPAA compliant office and adheres to all HIPAA regulations regarding confidentiality, security and retention of records.

4. **The Contractor shall maintain pupil transportation authorizations and attendance records and ensure that these records have information regarding the number of one-way trips provided, in a reporting manner and format established by the NCDOH; including child's name, origination of trip, pickup time, destination and drop off time, bus or license plate number and name of driver.**

   Response:

   SWISSPORT has worked with NCDOH in establishing the proper format for the above requirements. SWISSPORT will continue to utilize this format going forward. SWISSPORT has both on and offsite storage to retain records for seven years. SWISSPORT's has been working with Cost Management, NC's Medicaid reimbursement contractor to develop an attendance format that has proven accuracy to withstand Medicaid audits.

5. **The Contractor shall report consecutive absences of 5, 10 and 15 days to the NCDOH, as established by NCDOH procedures.**

   Response:

   SWISSPORT will provide a report to NCDOH that lists students who have been absent from transportation for 5, 10, 15 or more days consecutively. SWISSPORT will work with NCDOH to establish the procedures, reports and formats required by NCDOH.

6. **The Contractor shall maintain a timely system and procedure for the reporting of all transportation incidents or accidents. The Contractor must notify the Department by telephone immediately of such incidents or accidents, with a report to follow within twenty-four hours. The Contractor shall notify the Department and follow-up with information as received.**

   Response:

   SWISSPORT has set up policies and procedures regarding accident/incident reporting which meet or exceed the Departments requirements.

7. **The Contractors shall maintain computer capabilities as it pertains to the following reporting requirements;**

   a. **Finance - Accounting, billing, invoiced and record keeping.**

Response:

SWISSPORT monitors all additions and deletions to the routes on a daily basis. SWISSPORT meets with each transporter monthly to review these changes and to justify the route hours and review liquidated damages that have been levied. The Transporter submits route schematic, along with a detailed monthly bill listing route packages by hour and total cost. This is compared with SWISSPORT Excel route spreadsheet for the respected zone. Once approved by SWISSPORT the voucher is submitted to NCDOH for payment to transporter.

b. **Student Information Reports - Individual files, attendance, and any special transportation needs.**

Response:

SWISSPORT's computer system has the capability of producing reports on student information. During the past 20 years, SWISSPORT has worked closely with NCDOH to design the student reports. Special transportation needs for students are logged in the student database. SWISSPORT is able to pull reports based on students' special needs.

SWISSPORT will continue to work with NCDOH to change or develop student reporting as needed.

c. **Safety Reports and Activities - field site activities, inspections, DOT inspection, vehicle safety equipment compliance, driver and driver assistant practices, vehicle safety drills, training programs, telephone complaints and resolution.**

Response:

SWISSPORT's Inspectors inspect all routes monthly and report the inspection on a Preschool Transportation Inspection Sheet. Routes are inspected for timeliness, safety equipment, vehicle loads, DOT compliance and loading/unloading procedures. All inspector vehicles are equipped with GPS enabled routing devices.

SWISSPORT currently has policies, procedures, and standardized forms in place to comply with all required safety reports and activities.

All calls received by SWISSPORT's staff are logged on our daily telephone log sheet. The form includes date, weather, time of call, caller name, school/route and comments.

SWISSPORT's state of the art telephone system records all incoming and outgoing calls and stores them for a period of 90 days. In complex situations call recordings can be downloaded from the system and stored for extended periods of time.

d. **The NCDOH has the right to review and, if needed, make modifications to the current reporting system. If such changes occur, the Contractor will be required to work with the NCDOH in order to ensure that previous computerized files coincide with the new reporting system requirements.**

Response:

SWISSPORT has for the past 31 years worked with NCDOH to review and modify the current reporting system. SWISSPORT's system can produce both monthly and on-demand reports. SWISSPORT will continue to meet the NCDOH reporting needs.

Computerized Routing System Requirements

The Contractor is required to have a computerized routing system that will be able to track the following program and vehicle requirements in a format to be approved by NCDOH.

Response:

The system uses a GIS based geocoding system and the leading digital maps as the backbone of its routing & scheduling software. The flexibility of the software is that it can handle both door-to-door pick-ups (similar to paratransit transportation) and location stops. Versa Trans can graphically identify children's special needs (such as wheelchair bound) to ensure the proper vehicle is assigned to the student.

Versa Trans enables SWISSPORT to import current route and apply efficiency change in "what if" scenarios without any disruptions in service.

Versa Trans allows SWISSPORT to simulate routes and route changes and ensures that our routes are being run in the most efficient manner.

The software will also enable SWISSPORT to graphically view all routes on digital maps including the LOV routes and enable us to maximize shared services where permissible.

1. **Route Scheduling - It is the Contractor's responsibility to ensure that a route can be completed in less than a ninety-minute period in Nassau County, unless otherwise directed by the NCDOH.**

Response:

SWISSPORT's software is capable of detailing the time the bus will need to complete the assigned route. SWISSPORT's highly experienced staff electronically monitors the routes to ensure no child's ride time exceeds the time limitation. The software is also capable of computerizing the optimal route path to ensure vehicles are running the most efficient routes. An Inspector equipped with GPS enabled vehicle, monitors all routes to ensure proper length/time follows this up with a route review.

2. **Vehicle - It is the Contractor's responsibility to ensure that each student/vehicle type and specific route information is maintained daily.**

Response:

SWISSPORT performs frequent vehicle inspections and monitors routes for contractual compliance and validity. SWISSPORT processes changes to a route and/or student information on a daily bases or as needed to ensure that all information is correct and up to date. SWISSPORT enter assigned route number in the student records. Route numbers are updated through Route Change Logs.

SWISSPORT will continue to upgrade and customize our computer routing software to meet the needs of the program.

3. **Route Optimization - It is the Contractor's responsibility to maintain efficiencies throughout the school year. These efficiencies will be realized by monitoring vehicle load factors and transportation needs of children.**

Response:

SWISSPORT's utilizes state of the art digital maps. SWISSPORT has not only acquired the Nassau County map but also both Suffolk and Queens County to ensure that even our out of County route are running to the utmost efficiency. SWISSPORT's staff performs computerized routing simulations to ensure that the routes are running to optimal efficiencies. The software allows SWISSPORT to adjust vehicle loads, route paths, etc, without directly affecting the routes and the children. SWISSPORT has developed a procedure for monitoring all Low Occupancy Vehicles (LOV) and making efficiencies. SWISSPORT apprises the County of this on a regular basis.

Transportation Database Management System

i. **The NCDOH requires potential Contractors to develop a transportation database management system that relates to the reporting and routing requirements of the program.**

Response:

The entire report library was developed for the NCDOH Preschool with special needs program with the input of the Bureau. SWISSPORT will continue to update its report program to suit the need of NCDOH.

SWISSPORT is capable of providing NCDOH with access to all the transportation databases for this program and will work with NCDOH to accommodate your request.

SWISSPORT will continue to work with NCDOH with any further changes or enhancements to the databases or reporting features. SWISSPORT will continue to provide the County with monthly reports, as well as, any specific report requests.

MEDICAID

Nassau County has contracted with a Medicaid billing company to assist in maximizing Medicaid reimbursement for evaluations and services provided to children who are suspected to, or found to have, special education needs, by approved Preschool Evaluators and Providers. Contracts with Nassau County require service providers to provide documentation pertaining to the delivery of services upon request.

In most cases, the service provider is unaware of a child's status with regard to Medicaid, it is "best practice" to have the appropriate documentation for *all* children evaluated and serviced within Nassau County. The current Medicaid billing company has standardized all of the required forms.

SWISSPORT has and will continue to work with the Medicaid billing company to maximize Medicaid reimbursement.

Office Location and Hours of Operation:

1. **The Vendor shall staff a local office within Nassau County from 6:30 a.m. to 6:00 p.m. and in accordance with school/center calendars and session times.**

   SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.

2. **The Vendor shall have an answering service in place seven days a week when staff is not available. The vendor will guarantee response to the *DOHIOCSN* within 60 minutes from the time of the call.**

   SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.

3. **During the summer months, if reduced schedules by school/centers are in effect, the Vendor shall confer with the Department for mutually agreed upon hours of operation.**

   SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.

4. **In all circumstances, the Vendor shall not close its office at the end of the school day until it has been confirmed by the contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.**

   SWISSPORT currently complies with all the above and will continue to do so if awarded the contract.

To Comply with Federal, State and Local Law Requirements the Vendor Shall:

1. **Assist and monitor each contractor in finger printing for screening purposes, as required by applicable laws. The Vendor shall be responsible for ensuring that finger printing is done by the contractor(s) for drivers through the Department of Motor Vehicles. The Vendor shall also be responsible for ensuring that finger printing is done by the contractor(s) for driver assistants through the Division of Criminal Justice Services. This includes qualifying for and complying with Commissioner of Education Regulation 156.3, Department of Transportation and Motor Vehicle 19A regulations and any applicable local laws.**

SWISSPORT currently complies with the above and will continue to do so if awarded the contract.

2. **Confirm that all vehicles used in the program are on the New York State Department of Transportation's (DOT's) approved list and are in full compliance with all current rules and regulations of the DOT.**

   SWISSPORT currently complies with the above and will continue to do so if awarded the contract.

3. **Monitor excluded employees list on a monthly basis as required to assist Nassau County recoup maximum Medicaid transportation funding. Lists are maintained by and not limited to the:**

   - **General Services Administration's Federal Excluded Party List System (or any successor system)**
   - **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,**
   - **New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individual or Entities.**

   SWISSPORT is the current contractor for Suffolk County Medicaid Transportation Coordination Services. SWISSPORT has worked extensively with the New York State Department of Health's Office of the Medicaid Inspector General and is a Medicaid Provider of Transportation Management Services. SWISSPORT has over 16 years' experience in Medicaid Transportation Service. This experience gives SWISSPORT access to all Medicaid Excluded and Restricted list, Monthly Medicaid updates, Quarterly Medicaid Transportation conference calls as well as all being an eMedNY user.

   SWISSPORT will utilize these resources to ensure that Transportation Services are provided to active and approved Medicaid providers.

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____ ____, 2017 and amends and is made part of the agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between SWISSPORT, SA LLC (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

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

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

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

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

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

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

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

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

6. COMPLIANCE WITH STANDARD TRANSACTIONS

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

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

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

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
ii) adds any elements or segments to the maximum defined data set;
iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

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

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does 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 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

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

NASSAU COUNTY

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

SWISSPORT, SA LLC

By:_____
Print Name: MICHAEL MADDI
Title: Director US
Date: 5/14/17

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best

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

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

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all

subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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 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.

MICHAEL MADDI DIRECTOR US 5/14/17
Name and Title of Authorized Representative

Signature

mm/dd/yy
5/14/17
Date

SWISSPORT SA LLC
Name of Organization

2150 SMITHTOWN AVE
Address of Organization

RONKONKOMA NY 11779

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

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:

   Dany Nasr (Name)

   45025 Aviation Drive, Suite 350 Dulles VA 20166 (Address)

   703.742.4302 (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

   We will comply with the Nassau Living Wage Law.

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-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:

_____

_____

_____

_____

_____

_____

_____

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

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

05/25/17
Dated

Signature of Chief Executive Officer

Dany Nasr
Name of Chief Executive Officer

Sworn to before me this

25 day of May, 2017.

Notary Public

Karen Moorman-Wildman
Notary Public
Reg #7685924
Commonwealth of Virginia
My Commission Expires 4.30.2020

KAREN MOORMAN-WILDMAN
NOTARY PUBLIC
REG. #7685924
MY COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2017

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

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

PRODUCER

Willis of Massachusetts, Inc.
c/o 26 Century Blvd.
~~P.O. Box 305191~~
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150-001
INSURER B: Arch Indemnity Insurance Company	30830-001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Swissport SA, LLC
(formerly known as Servisair LLC)
45025 Aviation Drive, Suite 350
Dulles, VA 20166

COVERAGES CERTIFICATE NUMBER: 25478398 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		[redacted]5	9/1/2016	9/1/2017	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]5	9/1/2016	9/1/2017	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under	N/A		[redacted]05	9/1/2016	9/1/2017	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

2017 Contract

The County of Nassau is an additional insured under the General Liability as required by contract.

CERTIFICATE HOLDER

Nassau County, State of New York
Deaprtment of Health
200 County Seat Drive
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Coll:5077570 Tpl:2081067 Cert:25478398

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AGENCY CUSTOMER ID: 980000053835
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED Swissport North America Holdings, Inc.
POLICY NUMBER See Certificate Number: 570066471949	
CARRIER See Certificate Number: 570066471949 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES — If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-MPL-Primary			PPL2007096	07/01/2016	07/01/2017	Deductible	$500,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/17/2017

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Swissport North America Holdings, Inc.
45025 Aviation Drive
Suite 350
Dulles VA 20166 USA

COVERAGES CERTIFICATE NUMBER: 570066471949 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-MPL-Primary			[redacted]	07/01/2016	07/01/2017	Professional Liabil	$10,000,000
							Deductible	$1,000
							Prof Liab Agg - All	$10,000,000

Certificate No : 570066471949

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

CERTIFICATE HOLDER

Nassau County Dept of Health
Attn: Office of Fiscal Manager
240 Old Country Road
Mineola NY 11501 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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Recommendation For Award

Department	Health
NIFS ID#	CQHE17000006
Title	Transportation Management Services, RFP # HE 1201-1636

Summarize the method of source selection used

An Interdepartmental evaluation team consisting of 5 members reviewed the RFP and attended presentations given by the vendors. The evaluation team completed individual evaluation packages.

If the vendor is selected using best value, summarize the criteria used

The vendor was selected based upon experience servicing large counties, recommendations provided and obtained and proven ability to provide services needed.

Date the solicitation was advertised	December 6, 2016
Number of bidders solicited (i.e. registered vendors notified)	57

Date and name of all publications of any advertised notice; if sole source, the date of the publication of the notice of intent to enter sole source negotiations

Newsday, December 6, 2016

Solicitation opening date	January 16, 2017

For bids, attach bid tabulation; for proposals, indicate the number of proposals received and attach overall technical scores and prices offered for all proposers

2 proposals were received, included are the Best And Final Offers (BAFO) from each vendor and the Evaluation Summary (technical scores).

Summary of responsiveness/non-responsiveness determination(s)

Both vendors responded to the RFP requirement, presentation request and submission of a BAFO

Explanation of the responsibility/non-responsibility determination(s)	Attach completed Responsibility Determination and all non-responsibility determination correspondence as applicable
Number of awards resulting from the solicitation; if > 1 attach summary of all awards	1

Proposed Vendor	Swissport SA LLC
Vendor EIN	[redacted]
Vendor Address	Swissport SA LLC 2150 Smithown Avenue Ronkonkoma, New York 11779
Vendor Phone Number	[redacted]
Vendor Email Address	Michael.maddi@swissport.com
Vendor Contact Name	Michael Maddi

Solicitation Estimate	[redacted]
Proposed Award Amount	[redacted]
% Award amount is above/(below) the Estimate	[redacted]

Basis for award

The vendor was selected based upon experience and capacity transporting preschoolers with disabilities, organizational structure and references.

Have any MWBE, DBE, SDVBE, and/or Section 3 goals been established for this contract? If so, attach Utilization Plan	No

For sole source, indicate the number of expressions of interest and summarize the content of all responses to the notice of intent

Not sole source

For sole source, summarize the cost/price analysis to determine the cost to be fair and reasonable

Not sole source

For social/client services, if applicable, indicate the date, period covered, and findings of the most recent available financial report, the name of the CPA firm that prepared the audit, and whether the firm was unable to express an opinion as to the adequacy of the provider's books and records

Not applicable

DCCO Signature / Date	Lawrence [illegible]	6/29/17
CPO Signature / Date		

EDWARD P. MANGANO
COUNTY EXECUTIVE

NASSAU COUNTY DEPARTMENT OF HEALTH

200 COUNTY SEAT DRIVE
MINEOLA, NY 11501
VOICE: 516 227-9500
FAX: 516 227-9696

LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER

To: Dr. Lawrence Eisenstein, Commissioner

From: Linda Rennie, PH Nurse V
Ana Sousa, Deputy Commissioner for Administration

Date: April 24, 2017

Subject: Revised Offer from Selected Vendor for Transportation Management Services RFP

Transportation Management Services RFP Evaluation Committee recommended the award to Swissport as detailed in the attached Recommendation For Award – Detailed Justification document.

Subsequent to the evaluation committee recommendation, Management met with Swissport's Transportation Services Director, Michael Maddi on April 19th and expressed concerns over costs. On April 20th, Swissport emailed the County with a revised/reduced offer. In summary, Swissport offered an additional reduction of $25,000 annually from their last Best and Final Offer submitted on March 10th (see attached revised Swissport offer submission). Swissport reduced their offer by $125,000 over a five-year period to a total offer of $1,729,829.

Sousa, Ana

From: Rennie, Linda D
Sent: Thursday, April 20, 2017 2:47 PM
To: Sousa, Ana
Cc: Schechter, Shelly
Subject: FW: Final BAFO
Attachments: Final BAFO Nassau county cost proposal.xlsx

Ana, Let me know if you have any questions.
Thanks,
Linda

Linda D. Rennie, PHN
Nassau County Department of Health
Director, Office of Children with Special Needs
60 Charles Lindbergh Blvd Suite 100
Uniondale, NY 11553-3683
(516) 227-8648
fax (516) 227-8662
email: Linda.Rennie@hhsnassaucountyny.us

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From: Maddi, Michael [mailto:Michael.Maddi@swissport.com]
Sent: Thursday, April 20, 2017 2:07 PM
To: Rennie, Linda D (HHSNASSAUCOUNTYNY)
Subject: Final BAFO

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Linda,
Please see the attached BAFO as discussed

Budget for Nassau Preschool bussing Management contract

Expense Items	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries	$ 210,200.00	$ 215,000.00	$ 221,000.00	$ 227,150.00	$ 233,454.00
Taxes	$ 23,520.00	$ 24,000.00	$ 24,600.00	$ 25,215.00	$ 25,845.00
Fringe	$ 25,872.00	$ 26,400.00	$ 27,060.00	$ 27,736.00	$ 28,430.00
401k	$ 3,430.00	$ 3,500.00	$ 3,588.00	$ 3,678.00	$ 3,770.00
Work/comp	$ 9,408.00	$ 9,600.00	$ 9,840.00	$ 10,086.00	$ 10,338.00
Rent	$ 17,640.00	$ 18,000.00	$ 18,450.00	$ 18,911.00	$ 19,384.00
utilities	$ 4,410.00	$ 4,500.00	$ 4,612.00	$ 4,727.00	$ 4,845.00
office supplies	$ 4,900.00	$ 5,000.00	$ 5,125.00	$ 5,253.00	$ 5,384.00
office equipment	$ 3,528.00	$ 3,600.00	$ 3,690.00	$ 3,782.00	$ 3,877.00
Communications	$ 8,820.00	$ 9,000.00	$ 9,225.00	$ 9,456.00	$ 9,692.00
Software Licenses	$ 5,880.00	$ 6,000.00	$ 6,150.00	$ 6,304.00	$ 6,461.00
Inspector vehicles	$ 9,408.00	$ 9,600.00	$ 9,840.00	$ 10,086.00	$ 10,338.00
Fuel	$ 980.00	$ 1,000.00	$ 1,025.00	$ 1,050.00	$ 1,077.00
Insurance	$ 1,960.00	$ 2,000.00	$ 2,050.00	$ 2,101.00	$ 2,154.00
	$ 329,956.00	$ 337,200.00	$ 346,255.00	$ 355,535.00	$ 365,049.00
Overhead/Profit	$ 23,072.00	$ 23,543.00	$ 24,131.00	$ 24,735.00	$ 25,353.00
Total Annual cost	$ 353,028.00	$ 360,743.00	$ 370,386.00	$ 380,270.00	$ 390,402.00
Cost per student based on RFP data plus active PMR students 16600 per year Students above16600 will be billed at 1/2 of the student rate for that year	$ 21.27	$ 21.73	$ 22.32	$ 22.91	$ 23.52

Nassau County Department of Health

Request for Proposals (RFP#HE1201-1636) for Transportation Management Services

EVALUATION SUMMARY

March 3, 2017

Evaluation Committee

Recommendation for Award - Detailed Justification

The Nassau County Department of Health (NCDOH) solicited proposals for Transportation Management Services using the Request for Proposal (RFP) method. The RFP method was chosen as it was determined by NCDOH to be the most suitable method to select the vendor which would provide the best value in providing safe and efficient transportation management services to pre-school aged children (ages 2-5) with developmental delays and who may have unique health care requirements. The RFP method was appropriate because NCDOH is seeking personal services greater than $1,000 that provides best value to the County using both qualitative and cost factors.

Transportation management services which are to be provided by the selected vendor include managing and overseeing contracts with three private transportation companies which furnish bus transportation to approximately 1,300 Nassau County children with developmental delays who are enrolled in special services and require transportation.

NCDOH followed the Countywide Procurement Policy and utilized accepted evaluation templates. Robert Cleary, Chief Procurement Officer, acted as a nonvoting technical advisor to the Evaluation Committee.

The RFP was advertised on December 6, 2016 and two proposals from VMC Group, Inc. (VMC) and Swissport were received for consideration in mid-January 2017. A five-member Evaluation Committee was created consisting of representatives from NCDOH, Nassau County Department of Social Services, and Nassau County Office of Management & Budget.

After considering the proposals, the Evaluation Committee invited VMC and Swissport to present further on their proposals. Following the presentations, the Evaluation Committee rated each proposal according to the established scoring system and selection criteria that was advertised in the RFP. Specifically, the Evaluation Committee considered the following criteria:

- 30 % Contract Requirements and Proposed Solution;
- 20% Vendor Profile: Organization, Capacity, Staffing and Resumes;
- 20% Related Experience; and,
- 30% Cost of Overall Project.

Following the initial evaluation process, a request for a Best and Final Offer (BAFO) was sent to both proposers and each responded with a BAFO.

Upon careful consideration of all submissions and presentations, the evaluation process resulted in Recommendation for Award (RFA) to Swissport. Summary ratings and costs for both vendors are given below:

Summary Evaluation Scores

	Contract Requirements (30%)	Vendor Profile (20%)	Related Experience (20%)	Cost (30%)	Total
VMC	6.6	3.0	3	6	18.6
Swissport	7.2	4.6	4.8	4.2	20.8

Annual and Total Costs

	VMC	VMC BAFO	Swissport	Swissport BAFO	Difference before BAFO	Difference after BAFO
Year 1	$336,000.00	$333,266.00	$385,743.00	$378,028.00	$49,743.00	$44,762.00
Year 2	$341,040.00	$338,264.99	$395,386.00	$385,743.00	$54,346.00	$47,478.01
Year 3	$346,155.60	$343,338.96	$405,270.00	$395,386.00	$59,114.40	$52,047.04
Year 4	$351,347.93	$348,489.05	$415,402.00	$405,270.00	$64,054.07	$56,780.95
Year 5	$356,618.15	$353,716.39	$415,402.00	$415,402.00	$58,783.85	$61,685.61
	$1,731,161.68	**$1,717,075.39**	**$2,017,203.00**	**$1,979,829.00**	**$286,041.32**	**$262,753.61**

Swissport scored higher in Contract Requirements and Proposed Solution; Vendor Profile: Organization, Capacity, Staffing and Resumes; and, Related Experience. These categories collectively comprised 70% of the overall score. VMC scored higher only in Cost of Overall Project, which comprised 30% of the overall score.

Upon comprehensive review and consideration of the RFP responses and presentations, the Evaluation Committee determined that Swissport's submission surpassed VMC's submission in terms of Capacity, Experience and References:

- Capacity – included organizational structure, assignment of staff and staff salary structure
- Experience – considered number of children transported in other municipalities
- References – obtained by evaluators by telephone and focused on all facets of transportation services requirements such as routing, parent relations, transportation company relations; weather forecasting and incident management.

The factors of greatest concern to the Evaluation Committee included:

- Vendor experience performing the required services in a scale significantly equal to the requirements of the County—Swissport has experience performing these services for Nassau County, while VMC's closest equivalent service levels have been performed in

another County with significantly less the current client population of Nassau County. Demonstrated services provided to other clients of similar size, as required in the RFP, is of particular importance for this contract since the health and welfare of children with developmental disabilities may be put at risk should the vendor be unable to fulfill the requirements of the contract.

- Staffing—Swissport has an established and significant presence in a neighboring County. By contrast, VMC at present has no established presence in or near Nassau County. VMC has proposed to open an office with minimal staffing levels as indicated by its proposed organization chart.

Due to the critical nature of the services required, Swissport's demonstration of proven relevant experience and capacity to perform the services required was considered key in leading the Evaluation Committee to select that company. Swissport better met the equivalent experience requirement and staffing plan for Nassau County needs. These programmatic factors were considered to be of greater importance than the potential cost savings that could be achieved by selecting VMC, and for these reasons it was concluded that it is in the best interest of Nassau County and its residents to award the contract to Swissport.

With further respect to cost, although VMC's cost was lower than Swissport's, the Evaluation Committee considered that VMC stated in its letter accompanying its BAFO that its amended cost was reflective of *less supervisory effort* from its central office.

In summary, upon careful consideration of both proposals and the nature of the services to be provided, which involves the transportation of pre-school aged children with developmental delays and who may have unique health care requirements, the Evaluation Committee recommends award of the contract to Swissport.

EDWARD P. MANGANO
COUNTY EXECUTIVE

NASSAU COUNTY DEPARTMENT OF HEALTH
200 COUNTY SEAT DRIVE
MINEOLA, NY 11501
VOICE: 516 227-9500
FAX: 516 227-9696

LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER

March 3, 2017

Re: Best and Final Offer (BAFO): Request for Proposals (RFP) for Transportation Management Services RFP#HE1201-1636

Dear Offeror:

You are requested to submit a "Best and Final Offer" concerning your proposal in response to subject RFP. The BAFO affords you the opportunity to improve your proposal by submitting a revised fees/costs proposal *only*. The fees/costs proposal format established in the RFP remains unchanged. BAFO requirements are as follows:

- The BAFO is requested on the fees/costs proposal alone
- A brief narrative describing the changes must accompany the amended proposal

Utilize the same fees/costs proposal format used in your original submission.

Contact Linda Rennie by email Linda.Rennie@hhsnassaucountyny.us with questions. The BAFO may be submitted via email, fax or mail to be received no later than 4:15pm on March 10, 2017. Fax submissions must be addressed to Linda Rennie at fax number 516-227-8527. Your submission must include this completed form and, as appropriate, the revised fees/costs proposal and narrative describing the proposed changes.

Submit your BAFO by completing the following:

- Check *here* ☐ if the previously submitted fees/costs proposal remains unchanged. The immediate previous offer serves as the best and final offer.
- Check *here* ☑ if the previously submitted fees/costs proposal has been amended. The attached amended proposal serves as the best and final offer. A brief narrative describing the changes must accompany the amended proposal.

MICHAEL MADDI
Name of Official Authorized to Bind the Proposer

SWISSPORT SA LLC
Organization

Date: 3/10/17

swissport

March 10, 2017

Linda D. Rennie PHN
Nassau County Department of Health Services
Director, Office of Children with Special Needs

RE. BAFO

Dear Ms. Rennie,

Swissport is pleased to provide the attached BAFO for Nassau County. As you review our BAFO you will see that we have lowered our pricing by approximately 10% over the 5 year contract.

Looking forward to a positive response to our offer.

Sincerely,

Michael Maddi
Director Transportation US

Budget for Nassau Preschool bussing Management contract

Expense Items	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries	$ 235,200.00	$ 240,000.00	$ 246,000.00	$ 252,150.00	$ 258,454.00
Taxes	$ 23,520.00	$ 24,000.00	$ 24,600.00	$ 25,215.00	$ 25,845.00
Fringe	$ 25,872.00	$ 26,400.00	$ 27,060.00	$ 27,736.00	$ 28,430.00
401k	$ 3,430.00	$ 3,500.00	$ 3,588.00	$ 3,678.00	$ 3,770.00
Work/comp	$ 9,408.00	$ 9,600.00	$ 9,840.00	$ 10,086.00	$ 10,338.00
Rent	$ 17,640.00	$ 18,000.00	$ 18,450.00	$ 18,911.00	$ 19,384.00
utilities	$ 4,410.00	$ 4,500.00	$ 4,612.00	$ 4,727.00	$ 4,845.00
office supplies	$ 4,900.00	$ 5,000.00	$ 5,125.00	$ 5,253.00	$ 5,384.00
office equipment	$ 3,528.00	$ 3,600.00	$ 3,690.00	$ 3,782.00	$ 3,877.00
Communications	$ 8,820.00	$ 9,000.00	$ 9,225.00	$ 9,456.00	$ 9,692.00
Software Licenses	$ 5,880.00	$ 6,000.00	$ 6,150.00	$ 6,304.00	$ 6,461.00
Inspector vehicles	$ 9,408.00	$ 9,600.00	$ 9,840.00	$ 10,086.00	$ 10,338.00
Fuel	$ 980.00	$ 1,000.00	$ 1,025.00	$ 1,050.00	$ 1,077.00
Insurance	$ 1,960.00	$ 2,000.00	$ 2,050.00	$ 2,101.00	$ 2,154.00
	$ 354,956.00	$ 362,200.00	$ 371,255.00	$ 380,535.00	$ 390,049.00
Overhead/Profit	$ 23,072.00	$ 23,543.00	$ 24,131.00	$ 24,735.00	$ 25,353.00
Total Annual cost	$ 378,028.00	$ 385,743.00	$ 395,386.00	$ 405,270.00	$ 415,402.00
Cost per student based on	$ 22.77	$ 23.24	$ 23.82	$ 24.41	$ 25.02

plus active PMR students 16600 per year
Students above16600 will be billed
at 1/2 of the student rate for that year

V
M Group, Inc.
C

Value Management Consultants
A division of VMC Group, Inc.
9701 Niagara Falls Blvd. Suite 1A Niagara Falls N.Y. 14304
100 Quentin Roosevelt Blvd. Ste. 101 Garden City, NY 11530
• Phone (716) 285-6000 • (516) 620-0042

— FAX-----

Date: 3/6/17

To: Ms. Linda Rennie – Nassau County Dept. of Health

From: VMC Group, Inc.

Subject: Best and Final Offer – RFP#HE1201-1636

Pages (including fax cover): 11

Dear Linda,

As requested.

Sincerely,
Charles C. Ganim
Susan Solomon
VMC Group, Inc.

This transmission and/or any and all documents accompanying it might contain confidential privileged information. It is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or acting in reliance of information contained herein is strictly prohibited. Further, the recipient of this information is prohibited from disclosing the contents of the information to another party. If you are neither the intended recipient, nor the employee and/or agent responsible for delivery to the intended recipient and/or have received this transmission in error, please immediately notify the VMC Group by calling 888-325-5358 to arrange for the return of the documents.

NASSAU COUNTY DEPARTMENT OF HEALTH
200 COUNTY SEAT DRIVE
MINEOLA, NY 11501
VOICE: 516 227-9500
FAX: 516 227-9696

EDWARD P. MANGANO
COUNTY EXECUTIVE

LAWRENCE E. EISENSTEIN, MD, MPH, FACP
COMMISSIONER

March 3, 2017

Re: Best and Final Offer (BAFO): Request for Proposals (RFP) for Transportation Management Services RFP#HE1201-1636

Dear Offeror:

You are requested to submit a "Best and Final Offer" concerning your proposal in response to subject RFP. The BAFO affords you the opportunity to improve your proposal by submitting a revised fees/costs proposal *only*. The fees/costs proposal format established in the RFP remains unchanged. BAFO requirements are as follows:

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- Check *here* ☐ if the previously submitted fees/costs proposal remains unchanged. The immediate previous offer serves as the best and final offer.
- Check *here* ☑ if the previously submitted fees/costs proposal has been amended. The attached amended proposal serves as the best and final offer. A brief narrative describing the changes must accompany the amended proposal.

CHARLES J. GAWA, Ph.D.
Name of Official Authorized to Bind the Proposer

Vita Group, Inc
Organization

Date: March 6, 2017

VMC Consultants, LP

Corporate Office
9701 Niagara Falls Blvd. Suite 1A
Niagara Falls, NY 14304
Phone (716) 285-6000 • Fax (716) 285-1000

By Fax: 516-227-8527

March 6, 2017

Linda Renni
Nassau County Dept. of Health
200 County Seat Drive
Mineola, NY 11501

Re: Best and Final Offer (BAFO)
Nassau RFP#HE1201-1636
For Transportation Management Services

Dear Ms. Renni:

Attached is the Nassau County BAFO Form with respect to the above referenced RFP.

As you will note, the box denoting that VMC's "previously submitted fees/costs proposal has been amended". That letter is followed by VMC's amended Fee/Cost Proposal (including the back-up material).

This amended cost results from VMC's elimination of the Travel Expenses from VMC's Central Office. This Fee/Cost reduction is made because we are assigning Charles C. (Chuck) Ganim as the Coordinator. Therefore, less supervisory effort from the Central Office will be needed.

Sincerely,

Charles J. Ganim, Ph.D.
President

f. Fees/Costs: Provide information pertaining to fees or costs associates with the proposal. In development of the cost proposal, vendors are required to submit as budget based on cost per child with an accompanying maximum contract amount. For purposes of this RFP, submit a five year budget: a budget for year one (September 2017 through August 31, 2018) and the four subsequent years.

VMC Group, Inc. Proposed Fee

Contract Year	Price/Child	Monthly Fee Cap	Annual Fee Cap
Sept. 2017 to Aug 2018	$ 23.74	$ 27,772.17	$ 333,266.00
Sept. 2018 to Aug 2019	$ 24.09	$ 28,188.75	$ 338,264.99
Sept. 2019 to Aug 2020	$ 24.45	$ 28,611.58	$ 343,338.96
Sept. 2020 to Aug 2021	$ 24.82	$ 29,040.75	$ 348,489.05
Sept. 2021 to Aug 2022	$ 25.19	$ 29,476.37	$ 353,716.39

VMG Proposal #17-001, in response to
Nassau County RFP#HE1201-1636
(revised 3-6-17)

Budget

1. Personnel	$ 179,000.00	
2. Fringe Benefits	$ 53,700.00	
3. Personnel Services		
Total		$ 232,700.00
4. Consultants	$ 15,000.00	
5. Travel	$ 24,893.00	
6. Equipment	$ 3,333.00	
7. Supplies	$ 13,000.00	
8. Contract Services	$ 18,900.00	
9. Overhead	$ 15,440.00	
Subtotal		$ 90,566.00
10. Budget Total		$ 323,266.00
11. Profit	$ 10,000.00	
Annual Fee		$ 333,266.00
Monthly Fee		$ 27,772.17

VMC Proposal #17-001, in response to
Nassau County RFP#HE1201-1636
(revised 3-6-17)

Personal Services Budget

FTE	Title	Amount	Total
1.0	Transportation Coordinator	$ 60,000.00	
1.0	Administrative Assistant	$ 35,000.00	
1.0	Safety Tech	$ 36,000.00	
1.0	Safety Tech	$ 35,000.00	
0.5	Account Clerk	$ 13,000.00	
			$ 179,000.00
	Fringe Benefits @30%		$ 53,700.00
	Total Personnel Services		$ 232,700.00

VMC Proposal #17-001, in response to
Nassau County RFP#HE1201-1636
(revised 3-6-17)

Consultant Costs

Item	Hours	Price/Hour	Cost
3. IT Consultant	250	$ 60.00	$ 15,000.00
Total Consultant Costs			$ 15,000.00

VMC Proposal #17-001, in response to
Nassau County RFP#IFB1201-1636
(revised 3-6-17)

Travel Costs

Item	Calculation Factor	Cost
1. Cars (Depreciation)	$40,000 ÷ 3 years	$ 13,333
2. Car Insurance	$1,500 x 2	$ 3,000
3. Repairs	$1,000 x 2	$ 2,000
4. Licenses	$150 x 2	$ 300
5. Car Wash and Cleanup	$10/week x 26 weeks	$ 260
6. Gas		$ 6,000
Total Travel Costs		$ 24,893

VMC Proposal #17-001, in response to
Nassau County RFP//HE1201-1636
(revised 3-6-17)

Equipment Costs

Item	Calculation Factor	Cost
1. Telephone System	1 Trans. Coord, 1 Admin Asst., 2 Safety Tech., 1 other person: 5 x $200/station	$ 1,000
2. Computer Stations	5 x $1,000	$ 5,000
3. Desks	4 x $300	$ 1,200
4. File Cabinets	4 x $200	$ 800
5. Printers	2 x $400	$ 800
6. Fax	1 x $300	$ 300
7. Chairs	4 x $150	$ 600
8. Table	1 x $300	$ 300
Subtotal		$ 10,000
Total (Depreciate over 3 year)	$10,000 ÷ 3	$ 3,333

VMC Proposal #17-001, in response to
Nassau County RFP#1161201-1636
(revised 3-6-17)

Supply Costs

Item	Calculation Factor	Cost
1. Telephone	$500/month x 12	$ 6,000
2. Software Licenses		$ 1,200
3. Office Supplies	$200/month x 12	$ 2,400
4. Postage and Delivery	$20/week x 50 weeks	$ 1,000
5. Utilities	$200/month x 12 months	$ 2,400
Total Supply Costs		$ 13,000

VMC Proposal #17-001, in response to
Nassau County RFP#HE1201-1636
(revised 3-6-17)

Contract Services

Item	Calculation Factor	Cost
1. Hardware--repair and maintenance		$ 1,500
2. Software maintenance		$ 3,000
3. Office Rent	$1,200/month x 12 months	$ 14,400
Total Contract Costs		$ 18,900

Department: **HEALTH**

REQUEST TO INITIATE:
☒ Request For Proposal ☐ Request for Qualifications

I. Department Request

Service Requested: The Nassau County Department of Health (NCDOH) is currently seeking proposals from qualified vendors to manage the NCDOH Office of Children with Special Needs transportation for children birth to 5 years of age. The transportation needs are based on the recommended guidance supplied the New York State Education Department (NYSED) and NCDOH. NCDOH may run searches of all potential volunteers, contract workers, services providers, or new hires pursuant to NCDOH discretion.		
Justification: New York State Department of Health and NYSED requires that transportation be provided to children and their families based on the authorizations in the respective IFSPs and IEPs.		
Estimated Expense Range: $350K - $550K	**Orig. Date: Dec. 1, 2016**	**Date RFP Due: Jan. 30,2017**

Reimbursement rate for preschool is 59.5% and 46% for early intervention.

II. Approvals

Department Head Approval: ☒ Yes ☐ No Lawrence Cirelli **Date** 10/21/16

DCE for Finance Approval: ☒ Yes ☐ No **Date** 10/25/16

Chief DCE Approval: ☐ Yes ☐ No **Date** 10/27/16

III. Response Summary

Vendor Name	Proposal Requested	Vendor Response: Date Proposal Received	Vendor Response: No Response	Quote	ProposalRating
1. Swissport	✓	1/16/17	☐	$ [redacted]	
2. VMC	✓	1/16/17	☐	$ [redacted]	
3.	☐		☐	$	
4.	☐		☐	$	
5.	☐		☐	$	
6.	☐		☐	$	
7.	☐		☐	$	
8.	☐		☐	$	

IV. Recommendation

Contract/RFP#HE 1201-1636	**Vendor Name:** Swissport
Recommendation of Award: Swissport	
Justification: Vendor was selected based upon experience, capacity transporting preschoolers with disabilities, organizational structure, and references.	
Chief DCE Approval: ☐ Yes ☐ No	4/27/17

Responsibility Determination

Department	Health	
Contract ID #	CQ HE17000006	
Title	Transportation Management Services	
Vendor	Swissport SA LLC	
EIN	11-3319570	
Disclosure Forms	Attach all disclosure forms ATTACHED	
Political Campaign Contribution Disclosure Form	Date executed:	1/10/17
Lobbyist Registration and Disclosure Form	Number of forms required:	NONE SUBMITTED
	List Lobbyists and Dates of Execution below:	
	NONE LISTED	
Business History Form	Date executed:	1/6/2017
Is the vendor a publicly owned corporation?	NO	
If the vendor a publicly owned corporation, is the most recent 10K SEC filing attached?	NO	
Principal Questionnaires	Number of forms required:	ONE
	List Principal Questionnaires and Dates of Execution below:	
	Michael Maddi	12/11/16

* Superseded with current versions in contract. Cf

Consultant's, Contractor's, and Vendor's Disclosure Form	Date executed:	1/10/17 (*)
Number of subcontractors:	NONE	
If the contract will include subcontracting, have the subcontractors submitted disclosure forms?		
	List all subcontractors below:	
	NONE	
Most recent overall vendor performance rating	See Attached	
Over the past three years does the vendor have any history of performance problems?	NO	
References	Reference Check Summary Attached	
Other Sources of Information	List all other sources of information below and indicate any findings:	
	NONE	
Adverse Information Found?	NO	
If Yes, attach details. Must state the finding, its status, any corrective actions taken, relevance to the proposed contract, and impact upon the responsibility determination.		
Determination	This is to certify that I have determined that the subject contractor has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars, and is therefore a responsible vendor for this contract award.	
DCCO Signature / Date	Lawrence Ensell	6/29/17
CPO Signature / Date		

(*) Superseded with current version in contract. af

MANGANO
EXECUTIVE

LAWRENCE E. EISENSTEIN, M.D., F.A.C.P.
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF HEALTH
106 CHARLES LINDBERGH BLVD.
UNIONDALE, NY 11553

Contractor Evaluation Form

Contract Number: **CQHE13000023**

Contract Name: **Servisair, LLC**

Service Provided: **Transportation Management**

Evaluation Period: From: 9/1/2014 To: 8/31/2015

Evaluator's Name, Title, Phone #: Linda Rennie, PHN V, 516.227.8648

Date: 11/19/15

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

PERFORMANCE EVALUATION FACTORS	Unsatis-factory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				X	
b. Timeliness of Service					X
c. Cost Effectiveness					X
d. Responsiveness to NCDOH Requests					X
e. Number of Complaints				X	
f. Problem Resolution					X
Overall Performance Evaluation					X

Do you recommend the contractor for future contracts? *Yes* *No*

Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

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

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

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

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

Reference Check Summary

Solicitation # HE1201-1636

Date of Form: March 17, 2017

Vendor Name: Swissport formally Servisair

Vendor EIN: [redacted]

Prepared by: Mary Ellen Laurain

Reference Checks:

a. Company: Suffolk County Department of Health Services

Contact Person: Confidential

Date of Reference: February 2017

Reference Summary: Swissport has been providing Transportation Management for many years to Suffolk County Department of Health Services EI/Preschool programs. They transport 1500 children and are very satisfied with their contract. Swissport has been very efficient with creating bus routes. Swissport handles all calls from parents and they have not had any safety issues. In discussing this matter with Suffolk County, the above information is based on their opinion.

b. Company: Orange County Department of Health.

Contact Person: Confidential

Date of Reference: February 2017

Reference Summary: Swissport has been providing Transportation Management for the past 5 years (also contracted with Swissport for 10 years prior to 2009). They transport approx. 600 children and are very satisfied with their contract. Swissport has been very efficient with creating bus routes. Swissport handles all calls from parents and they have not had any safety issues. In discussing this matter with Orange County, the above information is based on their opinion.

Reference Check Summary

Solicitation # HE1201-1636

Date of Form: 3/21/17

Vendor Name: Swissport

Vendor EIN: [redacted]

Prepared by: Shannon Jauck

Reference Checks:

a. Company: Orange County Department of Health

Contact Person: Christopher Erickson- Deputy Commissioner

Date of Reference: 2/28/17

Reference Summary: Orange County currently uses Servisair and Deputy Commissioner shared that he felt this company was working out great. He mentioned they were easy to communicate with, easy to work with, responsive when needed, and were a good buffer between parents and the department.

Reference Check Summary

Solicitation # HE1201-1636

Date of Form: March 27, 2017

Vendor Name: VMC

Vendor EIN: NIFS: 204085627 Per Vendor RFP response: 16-0961026

Prepared by: Mary Ellen Harty

Reference Checks:

a. Company: Schenectady County Health Department

Contact Person: Lisa Mell/Finance Director/518 386-2810

Date of Reference: February 22, 2017

Reference Summary: Spoke with Ms. Mell regarding Schenectady County (SC) experiences with VMC company. She advised that they had no problem with them. They were always responsive and "really good to work with." VMC worked with SC for five or six years. VMC did the bus routing for SC. SC paid by bus and it worked well for them. Services were subsequently added: VMC collected the bus logs and entered dates, etc. (driver logs entered into a database). Changes took place to SC when their administration reviewed all outside contracts. They chose to do the work in-house hiring someone that had previously worked at a local school district. SC purchased their own routing software (Transfinders) and it's working "great." They have approximately 300 children. SC does not bill Medicaid transportation at this time. It was also mentioned that the VMC system interfaced with the McGuinness system/dates of service from bus logs. With regard to reporting, these were ok.....only late if the bus logs arrived late.

Reference Check Summary

Solicitation # HE1201-1636

Date of Form: March 17, 2017

Vendor Name: VMC Group, Inc.

Vendor EIN: 16-0961026

Prepared by: Mary Ellen Laurain, Nassau County Department of Health

Reference Checks:

a. Company: Ulster County Department of Health

Contact Person: Confidential

Date of Reference: February 2017

Reference Summary: I spoke with the employee responsible for EI/preschool transportation. Ulster County transports 160 children and contracts with two bus companies. They have contracted with VMC Group for 10 years. VMC Group did not assist with the bus bids but they did see cost saving with some of the routes. They have a VMC employee who works part time out of the Health Department office and they are satisfied with the services she provides. They pay VMC $9,000 per month. They do feel that there is a disconnect between VMC's main office in Niagara and their office. In discussing this matter with Ulster County, the above information is based on their opinion.

b. Company: Niagara County Department of Health

Contact Person: Confidential

Date of Reference: February 2017

Reference Summary: Has Contracted with VMC, Group for 15 years. They transport 250 children and utilizes two bus companies. Their routes are rural. They are satisfied with the work that VMC provides. In discussing this matter with Niagara County, the above information is based on their opinion.

Company: Rockland County Department of Health

Contact Person: Confidential

Date of Reference: February 16, 2017

Reference Summary: They utilized the services of VMC Group for a few years. They transport 500 children. VMC did a good job with routing and with routing study. They stressed that they found Chuck Ganim very difficult to deal with, and it took much time and effort to get VMC and the bus companies to work with each other. They stated that Chuck was not proficient with work detail and that he wanted to do all the work from Niagara, which was not helpful to the County. In discussing this matter with Rockland County, the above information is based on their opinion.

Company: Orange County Department of Health

Contact Person: Confidential

Date of Reference: March 2017

Reference Summary: Orange County utilized the services of VMC for 3 years (beginning in 2009). They had a three-year contract with an option to contract for 2 additional years. They chose to end the contact at 3 years and not exercise the option for continuance. Prior to VMC that had utilized Servisair for 10 years but lost the contract to bid. Orange County stated that they had problems with VMC from day 1 of the contract. Chuck Ganim was in charge of the contract, and after 4 months Orange County requested that VMC bring in additional expertise because Chuck did not know how to do the job. This employee said the routing system was a "disaster" and the bus companies were not happy and eventually had to fix their own routes. This employee stated that there were safety issues, fiscal reporting issues and further stated "this contract was my biggest nightmare in my 25-year career." This employee stated that VMC could not work with the bus companies and the DOH had to take the lead on managing the contract. In discussing this matter with Orange County, the above information is based on their opinion.

E-173-17

Contract ID:CQPK1600077 Department: Parks

Capital:

SERVICE: Professional Services

NIFS ID #:CLPK17000012 NIFS Entry Date: 17-JUL-17 Term: from 01-SEP-17 to 31-AUG-18

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Party Up Productions**	Vendor ID#: **542192082**
Address: 26 Hemlock Avenue Huntington, NY 11743	Contact Person: Jason Bencivenga
	Phone: 631-988-9579

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: 516-572-0378

2017 JUL 31 P 3:56

Routing Slip

Department	**NIFS Entry: X**	**19-JUL-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**19-JUL-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**24-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**20-JUL-17 -- MSEIDLER**
County Atty.	**Insurance Verification: X**	**20-JUL-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**20-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**31-JUL-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**25-JUL-17 -- FBECKER**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Event Production and Development of Nassau County Events

Method of Procurement: RFP# PK 0518-1617, dated May 16, 2016 ¿ Original contract attached-CQPK16000077

Procurement History: Party-Up Productions is a specialty event production company and has expertise in all aspects of producing specialty events.

Description of General Provisions: Party-Up Productions shall serve as Event Production and Development Contractor for Events hosted by the Department. Party-Up Productions is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered for the benefit of the public.

The amount to be paid to the Contractor as full consideration for the Contractor¿s services under this Agreement shall not exceed Forty Thousand dollars ($40,000.00). The Contractor¿s payment shall include labor rates per Appendix A, Part B-2 and fees incurred for the services as outlined in Appendix A.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 40,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	grt
Control:	**pk**
Resp:	**9700oth**
Object:	**de500**
Transaction:	**109**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 40,000.00
TOTAL	**$ 40,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt9700othde500	$ 40,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 40,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Party Up Productions

2. **Dollar amount requiring NIFA approval:** $40000

   Amount to be encumbered: $40000

   This is a Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 9/1/17-8/31/18**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

   Event Production and Development of Nassau County Events

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 24-JUL-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

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 PARKS, RECREATION AND MUSEUMS AND PARTY UP PRODUCTIONS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Party Up Productions to provide event production and development contracting for Events hosted by the Department, 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 amended agreement with Party Up Productions.

George Maragos
Comptroller

Redacted Copy

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: Party Up Productions

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on May 18, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Nassau and Suffolk Editions of Newsday on Wednesday, May 18, 2016 and Thursday, May 19, 2016 and by publication on the County procurement website. Proposals were due on June 3, 2016 at 4:00PM EDT. One (1) proposal were received and evaluated. The evaluation committee consisted of: three members of the Parks Department. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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. 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. ☐ 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: X 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

7/19/17

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Vendor: Party Up Productions

Dated: 7-7-17

Signed:

Print Name: Jason Benavenga

Title: Owner

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 Jason Bencivenga
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   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 01/01/05 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 X NO ___ If Yes, provide details. Equipment, Automobiles, investment (50%)

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

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 X NO ___; If Yes, provide details.

   NYC Decco Inc.
   Personnel Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. Nassau County and Friends of Nassau County for Oktoberfest, Haunted House, Candle lighting, Holiday Spectacular

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Jason Benevenga, 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 7th day of July 2017

Anna Michaelides
Notary Public

Anna Michaelides
ANNA MICHAELIDES
NOTARY PUBLIC, State of New York
No. 4805860, Suffolk County
Commission Expires Aug 31, 2018

Party Up Productions
Name of submitting business

Jason Benevenga
Print name

Signature

Owner
Title

7 / 7 / 17
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 Quinn Bencivenga
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business addre[redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   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 02/23/2013 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Equipment, Automobiles, Investment (50%)

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO ___ If Yes, provide details.
   Business equity from citi 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 X NO ___; If Yes, provide details.
   NYC Deccolnc.
   Personnel Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. Nassau County and Friends of Nassau County for Oktoberfest, Haunted House, Candle Lighting, Holiday Spectacular.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Quinn Bencivenga, 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 10 day of July 2017

Anna Michaelides
Notary Public

ANNA MICHAELIDES
NOTARY PUBLIC, State of New York
No. 4805850, Suffolk County
Commission Expires Aug. 31, 2018

Party Up Productions
Name of submitting business

Quinn Bencivenga
Print name

QB
Signature

Vice President
Title

07 / 10 / 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07-07-17

1) Proposer's Legal Name: Party Up Productions

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different): [redacted]

Phone: [redacted]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

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

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X 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 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 X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X 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 X 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 X 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? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. ____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event a conflict arises, the County will be notified to make a determination

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.

See attached

B. Indicate number of years in business. 12 yrs.

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 RTB Media LLC

Contact Person Robert Broderick

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

[redacted]

Company Yacht Events LLC

Contact Person Steve Tanzman

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

[redacted]

Company Plan A Party Mare

Contact Person Mariann Giliberto

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

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, Jason Benavenga, 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 7th day of July 2017

Anna Michaelides
Notary Public

ANNA MICHAELIDES
NOTARY PUBLIC, State of New York
No. 4808850, Suffolk County
Commission Expires Aug. 31, 2018

Name of submitting business: Party Up Productions

By: Jason Benavenga
Print name

Signature

Owner
Title

7, 7, 17
Date

i) Date of Formation: January 1st, 2005

ii) President - Jason Bencivenga

[redacted]

iii) President - Jason Bencivenga

[redacted]

Vice President - Quinn Bencivenga

[redacted]

iv) State of Incorporation: New York State

v) Number of Employees: 19

vi) Annual Revenue: ~$900,000.00

vii) Summary of relevant accomplishments:

Morgan Stanley Kick-Off: Held annually, we have been providing staging, lighting, sound, microphones, visual (screens & TVs) and pipe & drape for the past three years for this event.

Rebel Heart Tour Citi VIP Lounge: Live Nation: Supplied lighting, decor rentals and custom print work on fabric and vinyl for the VIP lounge at MSG for Madonna's Rebel Heart Tour (September 2015).

Make-A-Wish Gala of Wishes 2015 & 2016: For the annual Gala of wishes, this past year was in honor of Nickolina, whose wish was to be a princess for a day. We supplied custom print work (castle backdrop), staging, lighting, sound, photography and live video feed.

Davi Concert - Nassau County: Supplied lighting; street lamps, Bistro lights and general lighting. Along with flags and decor rentals (2013-2016).

Haunted House - Nassau County: For the past three years (2013-2016) have provided production and assisted in design and concept for Nassau County's Haunted. For 2015 & 2016 we transformed Searing house at Old Bethpage Village Restoration into a haunted house. Supplied props, decor lighting and sound effects throughout the Haunted Trail, including special lighting effects. Hired talent; slit walker, actors, and makeup artists. With skilled technicians to control and monitor lights, sound, production and manage upkeep.

Holiday Spectacular - Nassau County: For the past four years (2013) we have provided lighting, sound, staging, pipe & drape and holiday decor for the annual Holiday Spectacular.

COUNTY OF NASSAU

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

1. Name of the Entity: Party Up Productions

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint 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 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):

Jason Bencivenga [redacted]

Quinn Bencivenga [redacted]

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.

Jason Bencivenga [redacted]

Quinn Bencivenga [redacted]

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.

NYC Decco**
Personnel Inc.**

** Not part of the agreement

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

(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: 7-7-17

Signed:

Print Name: Jason Benavenga

Title: Owner

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.

AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES

THIS AMENDED AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) **Party Up Productions,** [redacted] "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, County and Contractor entered into a contract, CQPK16000077, dated December 15, 2016 (the "Agreement"); and

WHEREAS, the term of the Agreement was from September 1, 2016 and terminate August 31, 2017), with an option to renew the Agreement for an additional two (2) one (1) year periods, on the same terms and conditions, subject to the approval of the County Executive; and

WHEREAS; the County and the Contractor desire to so amend the Contract; and

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

1. Amended Term. The Agreement shall be amended, so that the term of the Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 1, 2017 through August 31, 2018.

2. Payment. Section 3(a) (Payment) of the Agreement is hereby amended as follows: The maximum amount to be paid to the Promotor, including commission, in Amendment No.1, shall be increased by **Forty Thousand Dollars ($40,000.00)**, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Agreement shall be **Ninety Thousand Dollars ($90,000.00)** (the "Amended Maximum Amount"). The Contractor's payment shall include labor rates per Appendix A Part B-2 and fees incurred for the services as outlined in Appendix A.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PARTY UP PRODUCTIONS

Sworn to
before me this
7th day of July, 2017
Anna Michaelides

By: _____

Name: Jason Benavenga

Title: Owner

Date: 7-7-17

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of July in the year 2017 before me personally came Jason Bencivenga to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the owner of Party Up Productions, 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

Anna Michaelides

ANNA MICHAELIDES
NOTARY PUBLIC, State of New York
No. 4805850, Suffolk County
Commission Expires Aug. 31, 2018

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 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

APPENDIX A
COST PROPOSAL

EVENT PRODUCTION & DEVELOPMENT CONTRACTOR

Please provide a comprehensive and complete listing of Proposed Fees for Event Production & Development Contractor Services.

TECHNICAL DIRECTORS
STAGE MANAGERS
STAFFING
GRAPHIC DESIGNERS
CONTRACTORS
PROJECT MANAGERS
EVENT LEAD MANAGERS
AUDIO/VISUAL TECHNICIANS
LIGHT TECHNICIANS
TRUCKING
CONCEPTUAL DESIGN
CONSULTATION
SITE INSPECTIONS
GRAPHIC DESIGN AND LAYOUTS
BUILDING SUPPLIES AND MATERIALS AND CLEANING SUPPLIES
ADMINISTRATIVE PREP
SET UP OF EVENTS
BREAKDOWN OF EVENTS
EQUIPMENT RENTALS
DECORE RENTALS
FURNITURE RENTALS
AUDIO/VISUAL EQUIPMENT RENTALS

APPENDIX A
COST PROPOSAL

COST PROPOSAL APPENDIX A PART B-2

THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.

EVENT PRODUCTION & DEVELOPMENT CONTRACTOR

Please provide a comprehensive and complete listing of Proposed Fees for Event Production & Development Contractor Services. **Complete Section I and Section II.**

Instructions: Complete Section I

Hourly Labor Rate Per Person

Section I. Hourly Labor Rate

Section I : Hourly Labor Rate	Year One	Year Two	Year Three
I. Development/Design Stage	$17.50	$18.50	$19.50
II. Production of Event	$20.00	$21.00	$22.00
III. Management/Oversight of Event	$22.50	$23.50	$24.50

If additional two (2) one (1) year options exercised:

Section I : Hourly Labor Rate	Year Four (If option exercised)	Year Five (If option exercised)
I. Development/Design Stage	$19.50	$19.50
II. Production of Event	$22.00	$22.50
III. Management/Oversight of Event	$24.50	$25.00

NOTE: Rental fees & Materials for build out to be determined per separate bid for each Event.

Section II. Please provide a comprehensive and complete listing of Proposed Fees for Event Production & Development Contractor Services on a separate piece of paper.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2017

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

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

PRODUCER
Tompkins Insurance Agencies, Inc.
1240 Broadcasting Road
P.O. Box 6707
Wyomissing PA 19610

CONTACT NAME: TIA - CBU
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No):
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PARTY UP PRODUCTIONS INC
[redacted]

COVERAGES CERTIFICATE NUMBER: 17-18 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:		Y	PHPK1597287	2/1/2017	2/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							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)
County of Nassau would be covered as an additional insured per endorsement PIAS010 to the extent provided therein.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Ave
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Michael Herr/SFG

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E-242-16

Contract ID#: CQPK16000077

Department: Parks. Rec & Museums

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **PROFESSIONAL SERVICES**

NIFS ID #: CQPK16000077 NIFS Entry Date: 9/28/16 Term: 9/1/16-8/31/17

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Party Up Productions	Vendor ID# 542192082	Department Contact Eileen Krieb
Address 26 Hemlock Avenue Huntington, NY 11743 REG: Party Up Productions EMAIL: partyup@partyupproductions.com	Contact Person: Jason Bencivenga Phone 631-988-9579 Fax	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone (516) 572-02378 Fax: 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ Date 9/30/16

Frank Camerlengo, Dep. Commissioner _____ Date 9/28/16

Eileen Krieb, CSR _____ Date 9/28/16

Date Rec'd	Department	Internal verification	Date Appv'd	Signature	Leg. Approval Required
9/30/16 DB	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered ☐	9/30/16		
9/30/16	OMB	NIFS Approval (Contractor Registered) ☒	9/30/16		Yes ☐ No ☐ Not required if blanket resolution
10/18/16	County Attorney	CA RE & Insurance Verification ☑	10/18/16		
10/18/16	County Attorney	CA Approval as to form ☑	10/18/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐			
	County Attorney	NIFS Approval ☑	11/14/16		
	Comptroller	NIFS Approval ☑	12/1/16 12/5/16		
12/15/16	County Executive	Notarization Filed with Clerk of the Leg. ☐	12/20/16		

PR5254 (1/06)

RECEIVED NASSAU COUNTY CLERK'S OFFICE LEGISLATURE

Contract ID#: CQPK160000077

Department: Parks, Rec & Museums

Contract Summary

Description: Event Production and Development of Nassau County Events

Purpose: Event Production and Development of Nassau County Events

Method of Procurement: RFP# PK 0518-1617, dated May 16, 2016

Procurement History: Party-Up Productions is a specialty event production company and has expertise in all aspects of producing specialty events.

Description of General Provisions: Party-Up Productions shall serve as Event Production and Development Contractor for Events hosted by the Department. Party-Up Productions is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered for the benefit of the public.

The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Fifty thousand nine hundred dollars ($50,000.00). The Contractor's payment shall include labor rates per Appendix A, Part B-2 and fees incurred for the services as outlined in Appendix A.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 50,000.00

Professional Services CONTRACT PROCESSING FEE $160- copy attached.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
L1 Control:	pkcngen1800
Resp:	de 500
Object:	pkgrt9700 oth de 500
L2 Transaction:	103
	PK97X5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$50,000.00
TOTAL	$50,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800 de500	$: 48,000.00
2	pkgrt9700 oth de500 PK97X5	$ 2000.00
3		$
4		$
5		$
6	10/18/16	$
	TOTAL	$50,000.00

Document Prepared By: L. Rosenthal Date: 9/27/16

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
Name	Name	Date 10/25/16
Date 12/13/16	Date 10/25/16	(For Office Use Only) E #:

PR5254 (1/06)

CQPK16-77

322-16

NIFA

Nassau County Interim Finance Authority

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

1. **Vendor:** Party Up Productions

2. **Dollar amount requiring NIFA approval:** $ 50,000.00

Amount to be encumbered: $ 50,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term:** 9/1/16-8/31/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. **Funding Source:**

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is 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:**

Party-Up Productions shall serve as Event Production and Development Contractor for Events hosted by the Department. Party-Up Productions is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered for the benefit of the public.

6. **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:

E-242-16 11-7-16 4-3-0

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

CQPK15000093-$50,000.00-9/1/15-12/31/15

CQPK16-77

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.

Rosemarie DeAlen 10/12/16

Signature Title Date

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

Deputy Comptroller 12/5/16

Signature Title Date

Raymond J. Freeman

Print Name

NIFA

Amount being approved 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.

6-242-16

RULES RESOLUTION NO. 379 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 DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PARTY UP PRODUCTIONS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-7-16
Motion:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Party Up Productions to provide event production and development contracting for Events hosted by the Department, 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 Party Up Productions.

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: Party Up Productions

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on May 18, 2016. 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 June 3, 2016. One proposals were received and evaluated. The evaluation committee consisted of: three members of the Parks Department. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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. 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. ☐ 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: X 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

9/30/16

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Vendor: Party Up Productions

Dated: 09-26-16

Signed:

Print Name: Jason Benevenga

Title: Owner

Rev. 3-2016

APPENDIX D

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 Jason Benevenga
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   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 01/01/05 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?
   NO ___ YES X If Yes, provide details. Equipment, automobiles, investment

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 X If Yes, provide details. Business equity from Citi 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? NO ___ YES X ; If Yes, provide details.

   NYC Decco Inc.
   Personnel Inc.

APPENDIX D

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 X If Yes, provide details. Nassau County and Friends of Nassau County Br. Oktoberfest, Haunted House, Candle lighting, Holiday Spectacular

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? 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. 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.

   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.

APPENDIX D

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 _X_ 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 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 _X_ 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 _X_ YES ___ If Yes, provide details for each such year.

APPENDIX D

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, Jason Berruenga, 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 25 day of May, 2016

Anna Michaelides
Notary Public

ANNA MICHAELIDES
NOTARY PUBLIC, State of New York
No. 4805850, Suffolk County
Commission Expires Aug. 31, 2018

Party Up Productions
Name of submitting business

Jason Berruenga
Print name

Signature

Owner
Title

05, 25, 16
Date

APPENDIX C

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: 05/25/16

1) Proposer's Legal Name: Jason Benavenga

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different): [redacted]

Phone: [redacted]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

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

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 ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X 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 X If Yes, provide details. _____

APPENDIX C

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X 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 X Yes ___ If Yes, provide details for each such conviction _____

APPENDIX C

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No ___X___ 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? No ___X___ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ___X___ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___X___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
no conflict exists

APPENDIX C

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. _____

In the event a conflict arises, the County will be notified to make a determination

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 RTB Media LLC

Contact Person Robert Broderick

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

[redacted]

APPENDIX C

Company Yacht Events LLC

Contact Person Steve Tanzman

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

Company Plan A Party Mare

Contact Person Marann Giliberto

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

APPENDIX C

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, Jason Bencuvenga, 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 25 day of May, 2016

Anna Michaelides
Notary Public

ANNA MICHAELIDES
NOTARY PUBLIC, State of New York
No. 4805850, Suffolk County
Commission Expires Aug. 31, 2018

Name of submitting business: Party Up Productions

By: Jason Bencuvenga
Print name

Signature

Owner
Title

05, 25, 16
Date

Appendix C

PARTY UP

Productions

i) Date of Formation: January 1st, 2005

ii) President - Jason Bencivenga

[redacted]

iii) President - Jason Bencivenga

[redacted]

Vice President - Quinn Bencivenga

[redacted]

iv) State of Incorporation: New York State

v) Number of Employees: 14

vi) Annual Revenue: ~$800,000.00

vii) Summary of relevant accomplishments:

Morgan Stanley Kick-Off: Held annually, we have been providing staging, lighting, sound, microphones, visual (screens & TVs) and pipe & drape for the past three years for this event.

Rebel Heart Tour Citi VIP Lounge: Live Nation: Supplied lighting, decor rentals and custom print work on fabric and vinyl for the VIP lounge at MSG for Madonna's Rebel Heart Tour (September 2015).

Make-A-Wish Gala of Wishes 2015: For the annual Gala of wishes, this past year was in honor of Nickolina, whose wish was to be a princess for a day. We supplied custom print work (castle backdrop), staging, lighting, sound, photography and live video feed.

Davi Concert - Nassau County: Supplied lighting; street lamps, Bistro lights and general lighting. Along with flags and decor rentals (2013-2015).

Haunted House - Nassau County: For the past three years (2013-2015) have provided production and assisted in design and concept for Nassau County's Haunted. For 2015 we transformed Searing house at Old Bethpage Village Restoration into a haunted house. Supplied props, decor lighting and sound effects throughout the Haunted Trail, including special lighting effects. Hired talent; slit walker, actors, and makeup artists. With skilled technicians to control and monitor lights, sound, production and manage upkeep.

Holiday Spectacular - Nassau County: For the past three years (2013) we have provided lighting, sound, staging, pipe & drape and holiday decor for the annual Holiday Spectacular.

COUNTY OF NASSAU

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

1. Name of the Entity: Party Up Productions

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint 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 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):

Jason Bencivenga [redacted]

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.

Jason Bencivenga [redacted]

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.

NYC Decco**
Personnel Inc**

** Not part of the agreement

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

(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: 09-22-16

Signed:

Print Name: Jason Bencivenga

Title: Owner

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) **Party Up Productions,** [redacted] e "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, The County has determined that it requires the services of an Event Production and Development Contractor to assist the Department of Parks, Recreation and Museums in hosting Nassau County Events;

WHEREAS, in connection with this procuring such assistance, the County issued a Request for Proposals #PK 0518-1617 on May 18, 2016;

WHEREAS, the County selected the Contractor, based on the view that the Contractor is well-qualified to develop, facilitate, improve and enhance the public use and enjoyment of the Nassau County Events hosted by the Department;

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q;

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.

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

1. Term. This Agreement shall commence on September 1, 2016 and terminate August 31, 2017, with an option to renew for an additional two (2) one (1) year periods, on the same terms and conditions as listed herein, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Services. The Contractor shall serve as Event Production and Development Contractor

for Events hosted by the Department. The Contractor is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered for the benefit and enjoyment of the public.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Fifty thousand dollars ($50,000.00)**, per year. The Contractor's payment shall include labor rates per Appendix A Part B-2 and fees incurred for the services as outlined in Appendix A.

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

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any

obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

(b) 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 parties acknowledge that 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 Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

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

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

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

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

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall 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.

(c) The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any information for any purpose, except as may be necessary in the course of the Contractor providing Services under this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors 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 are 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) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the gerality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

(d) 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.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives 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 occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

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

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

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Party U Productions
26 Hemlock Avenue
Huntington, N.Y 11743

Description of Operations:

The Certificate holder, Nassau County, is included as an Additional Insured for Advertising services pursuant a written agreement.
Date(s): yearly term
Location: Nassau County, New York

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE

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

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals

required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

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

13. 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.

14. 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.

15. 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.

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

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

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

17. 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.

18. Administrative Service Charge. The Contractor agree to pay the County an administrative service charge of One Hundred Sixty Dollars ($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. Nassau County acknowledges the overpayment of $106.00 for previous contract CQPK1400082.

19. 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.

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

[The Remainder of this Page Intentionally Left Blank]

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

Party Up Productions

By:_____
(signature)

Name: Jason Benevenga
(print name)

Title: Owner / President

Date: 9/23/16

NASSAU COUNTY

By:_____

Name: Edward H. Walsh

Title: County Executive

(or)_____ Chief Deputy County Executive

(or) X Deputy County Executive

Date: 12/15/16

EXECUTE IN BLUE INK

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

On the 23 day of Sept in the year 2016 before me personally came Jason Bancivonga to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk ; that he or she is the President of Party Up Productions, the Director described herein and which executed the above instrument; and that he or she signed his or her name thereto.

Phyllis

NOTARY PUBLIC

Phyllis Sleter
Notary Public, State of New York
No. 01SL5056865
Qualified in Suffolk County
Commission Expires March 11, 2018

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

On the 15th day of December in the year 2016 before me personally came Edward H. Ward to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or ____ Chief Deputy County Executive or ✓ Deputy County Executive of the County of Nassau, of the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2020

APPENDIX A
COST PROPOSAL

EVENT PRODUCTION & DEVELOPMENT CONTRACTOR

Please provide a comprehensive and complete listing of Proposed Fees for Event Production & Development Contractor Services.

TECHNICAL DIRECTORS
STAGE MANAGERS
STAFFING
GRAPHIC DESIGNERS
CONTRACTORS
PROJECT MANAGERS
EVENT LEAD MANAGERS
AUDIO/VISUAL TECHNICIANS
LIGHT TECHNICIANS
TRUCKING
CONCEPTUAL DESIGN
CONSULTATION
SITE INSPECTIONS
GRAPHIC DESIGN AND LAYOUTS
BUILDING SUPPLIES AND MATERIALS AND CLEANING SUPPLIES
ADMINSTRATIVE PERS
SET UP OF EVENTS
BREAKDOWN OF EVENTS
EQUIPMENT RENTALS
DECORE RENTALS
FURNITURE RENTALS
AUDIO/VISUAL EQUIPMENT RENTALS

APPENDIX A
COST PROPOSAL

COST PROPOSAL APPENDIX A PART B-2

THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.

EVENT PRODUCTION & DEVELOPMENT CONTRACTOR

Please provide a comprehensive and complete listing of Proposed Fees for Event Production & Development Contractor Services. **Complete Section I and Section II.**

Instructions: Complete Section I

Hourly Labor Rate Per Person

Section I. Hourly Labor Rate

Section I : Hourly Labor Rate	Year One	Year Two	Year Three
I. Development/Design Stage	$17.50	$18.50	$19.50
II. Production of Event	$20.00	$21.00	$22.00
III. Management/Oversight of Event	$22.50	$23.50	$24.50

If additional two (2) one (1) year options exercised:

Section I : Hourly Labor Rate	Year Four (If option exercised)	Year Five (If option exercised)
I. Development/Design Stage	$19.50	$19.50
II. Production of Event	$22.00	$22.50
III. Management/Oversight of Event	$24.50	$25.00

NOTE: Rental fees & Materials for build out to be determined per separate bid for each Event.

Section II. Please provide a comprehensive and complete listing of Proposed Fees for Event Production & Development Contractor Services on a separate piece of paper.

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:

   Jason Bencivenga (Name)
   26 Hemlock Ave, Huntington, NY 11743 (Address)
   631-988-9579 (Telephone Number)

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

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

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

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

9/23/16
Dated

Signature of Chief Executive Officer

Jason Bencivenga
Name of Chief Executive Officer

Sworn to before me this

23 day of Sept 2016.

Notary Public

Phyllis Sleter
Notary Public, State of New York
No. 01SL5056865
Qualified in Suffolk County
Commission Expires March 11, 2018

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding

employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In

addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however,

that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

5210

PARTY UP PRODUCTIONS INC.

[redacted]

DATE 5/25/16 1-8/210

PAY TO THE ORDER OF Treasurer of Nassau County $ 160—

one hundred and sixty dollars DOLLARS

citibank

CITIBANK, N.A. BR. 812
1198 DEER PARK AVENUE
NORTH BABYLON, NY 11703

FOR

[redacted]

E-175-17

Contract ID:CQHS17000136 Department: Human Services

Capital:

SERVICE: OMH PROS

NIFS ID #:CQHS17000136 NIFS Entry Date: 24-JUL-17 Term: from 01-JAN-17 to 31-DEC-17

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **PSCH, Inc.**	Vendor ID#: **11-2542430**
Address: 142-02 20th Avenue Flushing, NY 11354	Contact Person: Mr. Alan Weinstock
	Phone: 718-559-0516

Department:
Contact Name: Geri Appel
Address: 60 Charles Lindbergh Blvd., Uniondale, NY 11553
Phone: 516-227-7088

Routing Slip

Department	**NIFS Entry: X**	**26-JUL-17 -- GAPPEL**
Department	**NIFS Approval: X**	**26-JUL-17 -- BHALL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**26-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**26-JUL-17 -- MKAKOL**
County Atty.	**Insurance Verification: X**	**26-JUL-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**26-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**02-AUG-17 -- CRIBANDO**
Leg. Affairs	**Approval/Review: X**	**28-JUL-17 -- FBECKER**

2017 AUG -8 P 2:35
NASSAU COUNTY
CLERK OF THE LEGISLATURE
RECEIVED

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

Method of Procurement: Service delivery is awarded in accordance with the Department's state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law.

Procurement History: Provider is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act. The Department is required to adhere to the State aid authorization provided by OMH.

Description of General Provisions: This contract provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health, mental retardation, and program services to the developmentally disabled

Impact on Funding / Price Analysis: This is a New York State funded program.

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	**9A**
Resp:	**9AX2**
Object:	**DE511**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 163,064.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 163,064.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	BHGRT9AX2FED/X 7/DE511	$ 163,064.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 163,064.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: PSCH, Inc.

2. Dollar amount requiring NIFA approval: $163064

Amount to be encumbered: $163064

This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 2017
Has work or services on this contract commenced? Y ____

If yes, please explain: CONTINUATION OF 2016 MENTAL HEALTH SERVICES

4. Funding Source:

General Fund (GEN)
Capital Improvement Fund (CAP)
Other

X Grant Fund (GRT)

Federal % 0
State % 100
County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 26-JUL-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND PSCH, INC.

WHEREAS, the County has negotiated a personal services agreement with PSCH, Inc. to assist individuals with Psychiatric Disabilities achieve life role goals in significant areas such as work, education, housing and socialization in a comprehensive, recovery based program, 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 PSCH, Inc.

CQHS17000136

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: PSCH Inc.

CONTRACTOR ADDRESS: 142-02 20th Avenue, Flushing, NY 11354

FEDERAL TAX ID #: 11-2542430

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 19, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

Date 7/12/17

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Vendor:

Dated: 3/7/17

Signed:

Print Name: Alan M. Weinstock

Title: CEO

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 ALAN WEINSTOCK

   Date of birth 05 / 07 / 50

   Home address 12 BLACK GUMTREE LANE

   City/state/zip KINGS PARK, NY 11754

   Business address 142-02 20TH AVENUE 3RD FL

   City/state/zip FLUSHING NY 11351

   Telephone (718) 559-0516

   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 01 / 15 / 08 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ____ ___/___/___

   (Other) EXECUTIVE VICE PRESIDENT 01/31/05

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Alan Weinstock, 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 7th day of March 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

PSCH Inc.
Name of submitting business

Alan M. Weinstock
Print name

Signature

CEO
Title

3 / 7 / 17
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 SHERRY TUCKER

   Date of birth 07 / 05 / 64

   Home address 5328 TWIN CREEKS DRIVE

   City/state/zip VALRICO, FL 33596

   Business address 142-02 20TH AVENUE 3RD FL

   City/state/zip FLUSHING NY 11351

   Telephone (718) 559-0516

   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 01 / 01 / 17 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer 04 / 03 / 15 Partner ___/___/___

   Vice President ___/___/___ ____ ___/___/___

   (Other)

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

   PRESIDENT OF GIVING HOPE THROUGH FAITH FOUNDATION

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Sherry Tucker, 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 7th day of March 2017

Jennifer Wortmann

Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

PSCH Inc.

Name of submitting business

Sherry Tucker

Print name

Sherry Tucker

Signature

CFO / PRESIDENT

Title

3/7/17

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 SHAVONE HAMILTON

   Date of birth 02 / 22 / 74

   Home address 64-34 102ND STREET

   City/state/zip REGO PARK, NY 11374

   Business address 142-02 20TH AVENUE 3RD FL

   City/state/zip FLUSHING NY 11351

   Telephone (718) 559-0516

   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 ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other) CHIEF OPERATING OFFICER 07/01/2015

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, Shavone Hamilton, 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 8th day of March 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

PSCH. Inc.
Name of submitting business

Shavone Hamilton
Print name

Signature

Chief Operating Officer
Title

3 / 8 / 17
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 Jeffrey Finkle
   Date of birth 10/21/58
   Home address 44A Murray Ave
   City/state/zip Port Washington NY 11050
   Business address 885 Third Ave 20th Floor
   City/state/zip New York, NY 10022
   Telephone 917 740-7474
   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 ___/___/___ _____ ___/___/___
   (Other) Board Chairman

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide 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? YES ___ NO X 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 X 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X If Yes, provide details for each such investigation.

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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 X 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 X If Yes, provide details for each such year.

CERTIFICATION

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I, Jeffrey Finkle, 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 11th day of May 2017

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified In Suffolk County
My Commission Expires October 21, 2017

Jennifer Wortmann
Notary Public

PSCH Inc.
Name of submitting business

Jeffrey Finkle
Print name

Signature

Board Chairman
Title

5 / 11 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name MARYA PIOTROWSKI

   Date of birth 10/17/56

   Home address 15 BRIDLEY St

   City/state/zip West Islip NY 11795

   Business address 152-35 10th Ave

   City/state/zip Whitestone NY 11357

   Telephone 718-767-1234

   Other present address(es) _____

   City/state/zip _____

   Telephone 631-586-8459

   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) Vice Chairman

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

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   YES _____ NO X 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? YES ___ NO X 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 X 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.) No.

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 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? YES ____ NO X 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 X 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 X 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, MARYA PIOTROWSKI, 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 18th day of May 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

WellLife Network
Name of submitting business

MARYA PIOTROWSKI
Print name

Marya Piotrowski
Signature

Vice Chairman
Title

5 / 18 / 17
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 BRIAN K. REGAN
   Date of birth 06 / 29 / 55
   Home address 17 HILLSIDE AVE
   City/state/zip PORT WASHINGTON, NY 11050
   Business address WELL LIFE NETWORK 142-02 20th AVE 3RD Floor
   City/state/zip FLUSHING, NY 11351
   Telephone 718-559-0516
   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 09 / 13 / 2014
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Board member, 2009 to present, TREASURER 9/13/14 - PRESENT

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. SEE ATTACHED

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

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 ✓ 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. 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.

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, BRIAN K. REGAN, 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 31st day of May 2017

Mae Lighty

Notary Public

MAE LIGHTY
Notary Public, State of New York
No. 01-LI6064631
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 2, 2018

WELLIFE NETWORK

Name of submitting business

BRIAN K. REGAN

Print name

Signature

Board member

Title

05 / 31 / 17

Date

PQ # 5

Brian K. Regan, Charitable Activity, May 31, 2017

BrightFocus Foundation, (formerly known as American Health Assistance Foundation), Board of Trustees, 1999 – Present, National charity funding research in age-related degenerative disease, including Alzheimer's disease, Macular Degeneration and Glaucoma

American Cell Therapy Research Foundation/ Stem Cell Research Foundation, President, 2002- 2007
National charity funding basic science research in cell therapy research

Alzheimer Forschung Initiative e.V., Member, Membership Assembly, 2001 – 2015, Board Member, 2015-present
Foundation based in Germany with the mission of funding research on Alzheimer's disease

WellLife Network, (formerly known as PSCH, Inc), 2009 – Present, Charity based in New York, which supports programs in mental health and developmental disabilities.

NewYork-Presbyterian/Brooklyn Methodist Hospital, Board of Trustees, 2016 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

NewYork-Presbyterian/Lawrence Hospital, Board of Trustees, 2015 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

NewYork-Presbyterian/Hudson Valley, Board of Trustees, 2015 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

NewYork-Presbyterian/Queens, Board of Trustees, 2015 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

Gracie Square Hospital, Board of Trustees, 2015 – Present, Hospital Board and Chair of the Board Quality Committee

Rogosin Institute, Board of Trustees, 2016, Board of Trustees, Not-for-profit provider of care and center for research, outreach and education for kidney and other chronic diseases

P.Q. #6

Appel, Geryl (HHSNASSAUCOUNTYNY)

From: Maldonado, Cleyvis <Cleyvis.Maldonado@welllifenetwork.org>
Sent: Thursday, July 20, 2017 2:56 PM
To: Appel, Geryl (HHSNASSAUCOUNTYNY)
Subject: Nassau Principal Questionnaire Form-Regan Q#6

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Geryl,
Please see our response regarding question # 6 on the principal questionnaire for Brian Regan.

6. Has any governmental entity awarded any contracts to a b
Section 5 in the past 3 years while you were a principal ov
If Yes, provide details.

From: Wortmann, Jennifer
Sent: Thursday, July 20, 2017 2:26 PM
To: Maldonado, Cleyvis
Subject: FW: Nassau Principal Questionnaire Form-Regan

Please see Brian's detail below...

From: Brian K. Regan [mailto:bkr9001@nyp.org]
Sent: Thursday, July 20, 2017 2:25 PM
To: Mae Lighty <mwl9003@nyp.org>
Cc: Wortmann, Jennifer <Jennifer.Wortmann@welllifenetwork.org>
Subject: Re: Nassau Principal Questionnaire Form-Regan

All healthcare providing organizations are CMS certified and receive federal, state and local funding, including Medicare, Medicaid for patient care and health- related initiatives.

Sent from my iPhone

On Jul 20, 2017, at 1:32 PM, Mae Lighty <mwl9003@nyp.org> wrote:

> Please note that Jen has contacted me about the attached. Since you answered yes to #6 – more detail is required.
>
> Thanks.
>
> Best,
>
> **Mae Lighty**
> Executive Assistant to Brian Regan, PhD
> Vice President, Quality and Patient Safety
>
> **T 212.746.3993**

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: 03/06/2017

1) Proposer's Legal Name: PSCH, INC

2) Address of Place of Business: 142-02 20TH AVENUE 3RD FL FLUSHING NY 11351

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (718) 559-0516

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 057 000994

5) Federal I.D. Number: 11-2542430

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓ 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. ATTACHED LIST

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ✓ No ___ If Yes, provide details for each such investigation. _____
SEE ATTACHMENT

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 ✓ 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 violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ✓ No ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. SEE ATTACHED

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

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

NO CONFLICT

(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

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.

COMPLETION OF CONFLICT OF INTEREST FORM
SEE ATTACHED 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 ATTACHED

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 NYS Office of Mental Health

Contact Person Lee VanApeldorn

Address 44 Holland Avenue, 7th Floor

City/State Albany, NY

Telephone (518) 473-9593

Fax # _____

E-Mail Address Lee.vanapeldorn@omh.ny.gov

Company NYS OPWDD DIVISION OF ENTERPRISE SOLUTIONS

Contact Person DENISE ALTON - DIRECTOR OF CONTRACT MANAGEMENT

Address 25 BEAVER STREET, 3RD FLOOR ROOM 3115

City/State NEW YORK NY 10004

Telephone (646) 766-3295

Fax #

E-Mail Address denise.alton@opwdd.ny.gov

Company NYS DOH & MH

Contact Person ROCCO D' ANGELO - DIRECTOR OF FINANCE DIVISION OF MH

Address 42-09 28th STREET 17TH FLOOR CN#11

City/State LONG ISLAND CITY NY 11101

Telephone (347) 396-7027

Fax #

E-Mail Address rdangelo@health.nyc.gov

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, Alan Weinstock, 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 7th day of March 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

Name of submitting business: PSCH Inc.

By: Alan M. Weinstock
Print Name

Signature

CEO
Title

3 / 7 / 17
Date

#9

PSCH, INC
142-02 20th Avenue, 3rd Floor
Flushing, NY 11351

1	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH Clean Corp. 11-3002344 PROVIDE JANITORAL AND GROUNDSKEEPING SERVICES WHOLLY OWNED SUBSIDIARY OF PSCH, INC
2	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH– NEW JERSEY, INC 13-4011049 RESIDENTIAL SERVICES FOR ADULTS WITH DEVELOPMENTAL DISABILITIES WHOLLY OWNED BY PSCH, INC
3	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	ASTROCARE, INC 11-3635418 COUMMUNITY CLINICS WHOLLY OWNED BY PSCH, INC
4	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	GLENDALE PHARMACY, INC 32-0258343 PHARMACY STORE WHOLLY OWNED BY PSCH, INC
5	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PARTNERS FOR ORGANIZATIONAL EXCELLENCE, INC. 27-4285327 CONSULTING WHOLLY OWNED BY PSCH, INC
6	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH 78TH ST. OZONE PARK HOUSING DEVELOPMENT FUND CORP. 04-3618973 COUMMUNITY RESIDENCE WHOLLY OWNED BY PSCH, INC

Business History Form #13

An audit of expenses reimbursed to PSCH by OMH as shown on the CFR for 2012-2013 was conducted by the Office of the State Comptroller. The audit revealed that certain expenses were not allowable. As a result, PSCH has modified its 2012-2013 CFR accordingly, re-trained its finance staff on CFR reporting, including the proper costs to be recognized, determining which expenses are reasonable and necessary and how to properly account for all expenses, and finally, PSCH will reimburse the recoverable expense when OMH has completed its reconciliation of the 2012-2013 CFR.

In 2011, OMIG conducted a review of PSCH OPWDD Day Treatment records for the period January 1, 2006 through December 31, 2009. It was found out of 100 records, 8 had some form of deficiency that resulted in a finding that PSCH was overpaid $185,642. PSCH has repaid the overpayment. Since that time all Day Treatment Programs have converted to Day Habilitation Programs. PSCH has implemented new processes, software and internal audit procedures to prevent the issues from recurring.

16

Please provide a list of all fines/penalties over the last 5 years exceeding $1,000.
Include the date, explanation of the issue, government entity involved, corrective action taken, and how it was resolved or what the status to date is.

	Location	Date of Invoice	Fine/Penalty	Description	Government Entity Involved	Status of Violations	Violation #	Corrective Action Taken
1	Station Road	6/6/2013	$ 1,513.32	Station Road Fire System Violation	Environmental Control Board	PAID IN FULL	011271074Y	Corrections made as per the N.Y.C Fire Department
2	Lazar	7/2/2013	$ 1,200.00	Occupancy contrary to that allowed by the D.O.B. records	Environmental Control Board	PAID IN FULL	34953505J	Working with the architect to amend the Certificate of Occupancy
3	Island House	2/18/2014	$ 1,500.00	Six Island House Violations	Nassau County District Court	Payment sent 4/3/2014	2013NA026427	Corrections made based on Nassau County fire marshal
4		4/11/2014	$ 7,000.00	Failure to complete CAT1 on unit	NYC Dept. of Buildings	1st payment sent 4/14/2014, voided. Re-sent 4/29/2014	4P5872	CAT1 testing was completed as per regulations set by the D.O.B.

WellLife Network

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Marya Piotrowski
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Howell Schrage, MD
Senior Vice President
Medical Director

July 5, 2017

Nassau County Business History Form, sections A-C

PSCH, Inc. dba WellLife Network
Business history form

A.

i) Date of formation: May 7th, 1980
ii) None
iii) See Attached list of officers and directors
iv) State of incorporation: New York
v) Employees: 1,500
vi) Annual revenue: $107 million
vii) See Attached relevant accomplishments
viii) See Attached licenses and permits

B. Number of years in business: 37

C. See Attached relevant accomplishments

Executive Offices 142-02 20th Avenue • 3rd Floor • Flushing, NY 11351 T. 718.559.0516 F: 718.762.6140
Long Island Administrative Offices 120 Commerce Drive • Ste.102 • Hauppauge, NY 11788 T. 631.920.8028 F: 631.920.8164
www.WellLifeNetwork.org

List of

iii

OFFICERS

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH, INC.

Address: 142-02 20TH AVENUE 3RD FL

City, State and Zip Code: FLUSHING NY 11351

2. Entity's Vendor Identification Number: ~~11-3002344~~ 11-2542430

3. Type of Business: ____Public Corp ____Partnership ____Joint 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 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):

* ALAN WEINSTOCK, PRESIDENT CEO
* SHERRY TUCKER, DIRECTOR CFO
* SHAVONE HAMILTON, DIRECTOR COO

ADDRESS: 142-02 20TH AVENUE 3RD FLOOR

FLUSHING NY 11351

SEE ATTACHED Board of Director's List

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 ATTACHMENT~~ NONE

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

PSCH BOARD OF DIRECTORS LIST

Name & Home Details	Business	Occupation/Background	Member Since
Jeffrey E. Finkle, Chairperson			
44A Murray Avenue Port Washington, NY 11050 **917-692-5552 Cell** 516-944-3386 Alternative **JFinkle@odeoncapital.com** **jeffrey.finkle@gmail.com**	Odeon Capital Partners 747 3rd Avenue, 24th Floor, Suite A New York, NY 10017 212-785-1300 Work	Finance	August 20, 2008
Marya Piotrowski, Vice Chairperson			
15 Gridley Street West Islip, NY 11795 **516-810-4810 Cell** 631-586-8459 Home **maryap@optonline.net**	Cardinal Health/Bindley Western Drug Company	Finance/Pharmaceuticals	May 14, 2008
Howell Schrage, MD, Secretary			
306 N. Greeley Avenue Chappaqua, NY 10514 **914-629-4228 Cell** 914-238-6332 Home **hschrage@verizon.net**		Psychiatrist	September 13, 2010
Brian K. Regan, PhD, Treasurer			
17 Hillside Avenue Port Washington, NY 11050 **516-317-5321 Cell** 516-767-7618 Home **bkr9001@nyp.org**	New York Presbyterian Healthcare System 525 East 68th Street, Box 572 New York, NY 10021 212-746-3568 Work	VP of Quality & Patient Safety, NY-Presbyterian Hospital & Healthcare System	March 19, 2009
Marc Aronstein			
1365 York Avenue, #30E New York, NY 10021 **917-751-7071 Cell** **maronstein@mba1997.hbs.edu**	Beekman Investment Partners 708 3rd Avenue, # 2500 New York, NY 10017 212-687-4867 Work	Managing Director/ Private Equity Investments	September 6, 2011
Sheldon Berman			
8 Payne Circle Hewlett Harbor, NY 11557 **516-652-3920 Cell** 516-569-1970 Home **ssbmd@srberman.com**	Works from Home Address 516-374-4417 Work	Psychiatrist	April 5, 2012

PSCH

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Steve Bernstein			
1705 Hereford Road Hewlett, NY 11557 **917-593-2210 Cell** 516-374-1179 Home **steve.bernstein@sjbee.com**	SJBEE LLC Works from Home Address 917-593-2210 Work	Int'l Entrepreneur	April 5, 2012
Michael Jabbour			
6779 Fleet Street Forest Hills, NY 11375 **347-879-5777 Cell** 718-360-1816 Home **michael.jabbour@gmail.com**	Soft Illuminations, Fund for Public Health NY/DOHMH 42-09 28th Street Long Island City, NY 11101 347-396-2346 Work	CEO/Partner, Senior Project Manager	April 5, 2012
Kathy Kelly			
2 Courtyard Circle Centerport, NY 11721 **631-664-2297 Cell** 631.912.0136 Home **kathykelly@optonline.net**		Retired Healthcare Exec	February, 2016
Lisa Lashley			
386 Sterling Place Brooklyn, NY 11238 **917-642-7677 Cell** **4lisalashley@gmail.com**		Attorney	September 13, 2010
David Lurie			
20 Sycamore Terrace Livingston, NJ 07039 **917-213-4169 Cell** 973-535-3176 Home **dlurie@hudsoninsgroup.com** **ddsmlurie@verizon.net**	Hudson Insurance Group 100 William Street, 5th Floor New York, NY 10038 212-918-9993 Work	Attorney	December 1999
Kristina Romanzi			
142 Radcliffe Road Plainview, NY 11803 **631-334-9864 Cell** 516-349-8542 Home **kromanzi@decilog.com** **kristina.romanzi@gmail.com**	631-694-4610 Work	Office Manager/Engineering	1988
Ann Mittasch, Director Emeritus			
1299 Corporate Drive, #402 Westbury, NY 11590 516-671-1161 Home		Retired Entrepreneur	February 11, 1997

Relevant Information

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

142-02 20th Avenue, 3rd Floor, Flushing, NY 11351-9712
• Phone (718) 559-0516 • Fax (718) 762-6140
Web Site: www.psch.org • E-mail: info@psch.org

Alan M. Weinstock, MPA, MS
Chief Executive Officer

Robert T. Hettenbach
President

Shavone Hamilton, LCSW
Chief Operating Officer

Sherry Tucker
Chief Financial Officer

April 2016

PSCH, Inc. is a comprehensive human service agency whose mission is to empower individuals and families with diverse needs to realize their full potential for achieving meaningful goals, guided by principles of independence, wellness, safety and recovery.

Incorporated in May 7th, 1980 in the state of New York, PSCH has over 1,000 employees and over $89 million in annual revenue. PSCH's provides developmental disabilities services to over 280 individuals and mental health services to over 800. We hold over $14 million dollars in state and local contracts. We service the population of New York City, Nassau and Suffolk Counties.

One of our accomplishments in Nassau County is our Northern Lights PROS Program. This program provides focused, Psychiatric Rehabilitation Services to approximately 265 clients. The program maintains a census of approximately 185 clients with an average daily attendance of 90. Referrals continue to be received on a steady basis from numerous, and varied sources.

The Clinic component of the program continues to grow and currently there are 83 clients receiving services. The majority of new referrals request clinical services which is the main factor driving this increase.

PSCH Northern Lights PROS Program overall quality of documentation continues to be excellent and there are no glaring deficiencies. The program is constantly being re-evaluated and program schedule is revised on a quarterly basis. New groups and additional sessions of existing groups are frequently added. We have 6 excellent Mental Health Counseling and Social Work interns who have been invaluable in assisting staff in conducting groups. The Practitioners are extremely skilled and creative and have developed numerous new and interesting groups over the past two years which have kept the program "fresh" and stimulating for clients.

Currently, we have 25 clients involved in competitive employment. Our IPS track continues to grow and our vocational specialist continues to develop many leads in the community.

In addition to the PSCH Northern Lights PROS Program, PSCH operates the SOAR Program which has an average daily census of 6 individuals. The SOAR program provides opportunity for individuals to explore and develop social/ educational /vocational goals in a supportive setting while increasing their ability to tolerate a more structured program. The target population for this program are adults residing in Nassau County, age 18 and above with Severe Persistent Mental Illness who are not currently enrolled in PROS Program. This program also targets individuals

WellLife Network

142-02 20th Avenue, 3rd Floor, Flushing, NY 11351-9712
● Phone (718) 559-0516 ● Fax (718) 762-6140
E-mail: info@welllifenetwork.org

Conflict of Interest Policy – Employees, Interns, & Volunteers	**No:** WL-CC-027 **Effective:** May 16, 2017 **Issued By:** WellLife Network 142-02 20th Avenue, 3rd Floor Flushing, NY 11351 **Published By:** Corporate Compliance

1.0 Purpose

The purpose of this policy is to establish a system for employees, interns, and volunteers of WellLife Network to report existing or potential conflicts of interest.

2.0 Scope

This policy applies to all employees, interns, and volunteers of WellLife Network and their subsidiaries. (Members of senior management of WellLife Network and their Boards of Directors are covered under a separate Conflict of Interest Policy (*See Conflict of Interest and Related Party Transactions Policy*)).

3.0 Policy

WellLife Network staff has a primary obligation to serve the purposes to which WellLife Network is dedicated. As part of this obligation, each staff member has a duty to conduct his or her duties and the affairs of WellLife Network in a manner that promotes the best interests of the agency and in compliance with legal and regulatory requirements. Staff is expected to do their job in good faith, with the degree of care that an ordinarily prudent person in a similar position would use under similar circumstances. This requires using common sense, being attentive to the needs of individuals served by WellLife Network as well as the agency. Staff must also ensure that they protect the confidentiality of corporate information at all times and must not use it in any way for their own personal benefit, or in a way that could harm WellLife Network.

WellLife Network staff members have a duty to disclose on an ongoing basis any current, proposed or pending situations that may give rise to a Conflict of Interest. A conflict of interest exists when an employee, intern, or volunteer of WellLife Network has a personal, professional, or financial relationship with another party that does business with WellLife Network where a particular transaction may directly or indirectly benefit the staff member.

Examples of Conflicts of Interest include but are not limited to:

- WellLife Network purchases supplies from a vendor and a staff member has a financial interest in that vendor.
- A relative of a staff member works for a vendor who WellLife Network is contemplating doing business with.

- A staff member proposes that WellLife Network hire or contract with a member of his or her immediate family for a position or activity that is within his or her direct or indirect supervision or control.
- A WellLife Network staff member solicits or accepts a gift, favor or anything of monetary value from a contractor, vendor, patient, co-worker, volunteer or other person with whom WellLife Network has a business relationship, which is intended to influence business decisions. (See Gifts Policy)

If an employee, intern, or volunteer is unsure as to whether a particular situation should be reported, they should consult with the Corporate Compliance Officer. Staff is required by this policy to report in writing to his or her immediate supervisor and the Corporate Compliance Officer any existing or potential conflict of interest once identified. The Corporate Compliance officer will evaluate the matter and determine if the potential conflict of interest exists, and if so, how it may be managed, reduced or eliminated.

4.0 Compliance

Disclosure Statement

All WellLife Network staff has a duty to place the interest of the organization foremost in any dealing with the organization and has a continuing responsibility to comply with the requirements of this policy. Staff is required to report in writing to their immediate supervisor and the Corporate Compliance Officer any existing or potential conflict of interest once identified. This may be done by completing the Conflict of Interest Policy Acknowledgement and Disclosure Form found in **Appendix A**. All written submissions will be kept in a confidential file in the Corporate Compliance Department.

Annually, each employee, intern, or volunteer shall acknowledge his or her familiarity with this policy and shall disclose in writing any existing financial or material interests subject to this policy through a method identified by the Corporate Compliance Office (i.e. an annual blanket corporate compliance attestation).

Policy Supplements Applicable Laws

This policy is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit charitable corporations.

5.0 Contact Information

At WellLife Network, questions concerning this policy may be directed to the Corporate Compliance Officer at 718 559-0536.

6.0 Definitions

Confidentiality - means the property that data or information is not made available or disclosed to unauthorized persons or processes.

Conflict of interest - is a situation in which a person or organization is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision-making of that individual or organization.

Immediate Family means the person's spouse, ancestors, domestic partner, children (whether

natural or adopted), parents, grandchildren and great-grandchildren, siblings, or equivalents by marriage, or other individuals residing in the person's household.

7.0 Revision History

Date	Description of Change
April 2009	Original Policy
March 2012	Revised (Format changes)
October 2015	Revised (addition of interns and volunteers)
May 2017	Revised

Appendix A

Conflict of Interest Policy
Acknowledgement and Disclosure Form

Please check off each statement that applies to you, enter the necessary information, and type your name below.

☐ I have read and am familiar with the Conflict of Interest Policy.

☐ I am not aware of any personal, professional, or financial interest that I have which is required to be disclosed under the Conflict of Interest Policy.

☐ I have described below every personal, professional, or financial interest which I have that is required to be disclosed under the Conflict of Interest Policy.

During the time I am an employee, intern or volunteer of WellLife Network, I agree to report promptly any future situation that might involve or appear to involve myself or any of my relatives in any potential conflict of interest with the Organization.

First Name_____Last Name_____Date:_____

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Assertive Community Treatment Program**

to be known as: **Permanent Housing & ACT**

located at: **153-17 Jamaica Avenue, 3rd Floor**
Jamaica, NY 11432-3822

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 9:00 a.m. - 5:00 p.m.**
Additional hours and days as needed
24-hour on-call

Population Served: **Adults**

Intensive Model: **Sixty-eight (68)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401473A**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Assertive Community Treatment Program**

to be known as: **PSCH Bronx ACT Program**

located at: **2510 Westchester Avenue, 1st Floor**
Bronx, NY 10461-3585

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 9:00 a.m. - 5:00 p.m.**
Additional hours and days as needed
24-hour on-call

Population Served: **Adults**

Intensive Model: **Sixty-eight (68)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401470A**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Assertive Community Treatment Program**

to be known as: **ACT Intensive**

located at: **35 Bay Ridge Avenue**
Brooklyn, NY 11220

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 9:00 a.m. - 5:00 p.m.**
Additional hours and days as needed
24-hour on-call

Population Served: **Adults**

Intensive Model: **Sixty-eight (68)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401474A**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **PSCH - Horizon Project I**

located at: **1900 Sterling Place, 1st & 2nd Floors**
Brooklyn, NY 11233-4735

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Sixteen (16) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401437**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **PSCH - Horizon Project II**

located at: **1900 Sterling Place, 3rd & 4th Floors**
Brooklyn, NY 11233-4735

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Sixteen (16) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401438**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **Renaissance Residence**

located at: **323-325 East 48th Street**
Brooklyn, NY 11203-3303

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of Fourteen (14) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401001**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Apartment/Treatment**

to be known as: **Onward I**

located at: **40 Elmont Road (Office)**
Elmont, NY 11003-1603

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
One hundred and forty-four (144) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401430**

Report Date: 11/16/2016

Community Residence Site Listing

PSCH, Inc.

Onward I

Operating Certificate #7401430

Name	City	Capacity
101-05 134th Street, 2nd Floor	Richmond Hill	3
101-36 104th Street, Top Floor	Richmond Hill	3
102-37 187th Street	Jamaica	3
107-50 Van Wyck Expy, 2nd Floor	Richmond Hill	3
109-09 134th Street, 1st Floor	Jamaica	3
109-15 134th Street, 2nd Floor	South Ozone Park	3
109-55 134th Street, 2nd Floor	South Ozone Park	3
115-40 142nd Street, 2nd Floor	Jamaica	3
115-91 Lefferts Blvd, 2nd Floor	South Ozone Park	3
116-23 169th Street, 2nd Floor	Jamaica	3
116-45 133rd Street, 2nd Floor	Ozone Park	3
127-02 140th Street, 2nd Floor	Jamaica	3
128-11 161st Street	Jamaica	3
130-41 135th Road, 2nd Floor	South Ozone Park	3
133-19 121st Street, 2nd Floor	South Ozone park	3
137-35 167th Street	Jamaica	3
138-44 224th Street, 2nd Floor	Laurelton	3
143-57 229th Street, 1st Floor	Springfield Gardens	3
143-70 227th Street, 2nd Floor	Springfield Gardens	3
145-22 South Road, Apt. 1	Jamaica	3
145-49 Glassboro Avenue, Apt. 2	Jamaica	3
146-38 221st Street, 1st Floor	Springfield Gardens	3
146-40 Farmers Blvd	Springfield Gardens	3
146-66 222nd Street	Springfield Gardens	3
147-26 110th Avenue, 2nd Floor	Jamaica	3
158-11 115th Road	Jamaica	3
161-11 130th Avenue, 1st Floor	Jamaica	3
164-15 108th Drive, 3rd Floor	Jamaica	3
172-02 119th Avenue, 1st Floor	Jamaica	3
184-18 144th Avenue	Springfield Gardens	3
225-11 148th Avenue, 2nd Floor	Springfield Gardens	3
228-19 145th Avenue, 1st Floor	Jamaica	3
239-08 148th Avenue, Apt. 1	Rosedale	3
25-15 Oceancrest Blvd, 3rd Floor	Far Rockaway	3
257-21 144th Avenue, 2nd Floor	Rosedale	3
259-42 148th Road	Rosedale	3
422 Beach 38th Street, 1st Floor	Elmont	3
422 Beach 38th Street, 2nd Floor	Elmont	3
429 Fernside Place, Apt. 3	Far Rockaway	3
58-16 Granger Street, 3rd Floor	Corona	3
58-22 Van Cleef Street, 3rd Floor	Corona	3
58-27 Van Cleef Street, 2nd Floor	Corona	3
58-27 Van Cleef Street, 3rd Floor	Corona	3

58-29 Van Cleef Street, 3rd Floor	Corona	3
87-92 139th Street, 2nd Floor	Jamaica	3
89-15 198th Street, 2nd Floor	Hollis	3
99-26 193rd Street, 1st Floor	Jamaica	3
99-28 193rd Street, 2nd Floor	Hollis	3
Onward I	Elmont	0

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Apartment/Treatment**

to be known as: **Onward II**

located at: **40 Elmont Road (Office)**
Elmont, NY 11003-1603

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of Twenty-four (24) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401436**

Report Date: 11/16/2016

Community Residence Site Listing

PSCH, Inc.

Onward II

Operating Certificate #7401436

Name	City	Capacity
1151 East 87th Street, 2nd Floor	Brooklyn	3
142 Jamaica Avenue, 2nd Floor	Brooklyn	3
21A Hill Street, 2nd Floor	Brooklyn	3
25 Cypress Court, 2nd Floor	Brooklyn	3
429 Amber Street, 3rd Floor	Brooklyn	3
580 Van Siclen Avenue, 3rd Floor	Brooklyn	3
664 Autumn Avenue, Apt. 2	Brooklyn	3
838 Crescent Street, 2nd Floor	Brooklyn	3
Onward II	Elmont	0

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **Omni III**

located at: **80-45 Winchester Boulevard**
Building 62, 1st Floor
Queens Village, NY 11427-2194

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of Twenty-four (24) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401434**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - SRO Community Residence**

to be known as: **Far Rockaway SRO/CR**

located at: **2964 Beach Channel Drive**
Far Rockaway, NY 11691

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Forty-four (44) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401006**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - SRO Community Residence**

to be known as: **PSCH Island House**

located at: **4029 Long Beach Road**
Island Park, NY 11558

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Fifty (50) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401042**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Comprehensive PROS with Clinical Treatment Program**

to be known as: **Northern Lights PROS**

located at: **800 Northern Boulevard, 1st Floor**
Great Neck, NY 11021-5314

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of operation: **Monday through Friday: 9:00 a.m. - 3:00 p.m.**

Population: **Adults**

PROS Components: **Community Rehabilitation and Support, Ongoing Rehabilitation and Support, Intensive Rehabilitation, Clinical Treatment**

Capacity: **Ninety (90)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401025A**

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370460
ICF (15 BEDS OR MORE)
101-54/56 117th St
Richmond Hill, NY 11419
Certified Capacity: 25
Effective Date: 05/01/2017
Expiration Date: 04/30/2018
LSC Code: 2012 - 19 FSES
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing your program. These additional requirements are reviewed through processes separate from the survey which resulted in the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Initial Certification

OPERATING CERTIFICATE #: 74370456
IRA (1-8 BEDS)
161-11 130TH AVE
APT B
JAMAICA, NY 11434
Certified Capacity: 3
Effective Date: 04/14/2017
Expiration Date: 03/31/2018
LSC Code: LSC DOES NOT APPLY
24 Hour Support: Providing

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Group Amendments Certification

OPERATING CERTIFICATE #: 74370450
IRA-C (1-8 BEDS)
161-11 130th Avenue
Apt A
Jamaica, NY 11434
Certified Capacity: 3
Effective Date: 04/13/2016
Expiration Date: 03/31/2018
LSC Code: LSC DOES NOT APPLY
24 Hour Support: Providing

Dear Executive Director:

The New York State Office for People With Developmental Disabilities is amending the authorization to operate the above referenced program within the IRA-C (1-8 BEDS) program type in accordance with Article 16 of the Mental Hygiene Law. The amended authorization reflects a change in address, capacity, effective date for the above referenced program.

Comments: Reflects a decrease in capacity from 6 to 3 and a relocation from 555 Main Street, Roosevelt Island

Please retain this document as an addendum to the listing of certified IRA-C (1-8 BEDS) sites previously sent to you. This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

March 31, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370457
ICF (14 BEDS OR LESS)
42-20 149th St.
Flushing, NY 11355
Certified Capacity: 10
Effective Date: 04/01/2017
Expiration Date: 03/31/2018
LSC Code: 2012 - 32/33 FSES
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

January 25, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370445
ICF (14 BEDS OR LESS)
88-06 195th Place
Holliswood, NY 11423
Certified Capacity: 14
Effective Date: 02/01/2017
Expiration Date: 01/31/2018
LSC Code: 2000 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: Slow

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

875 Central Avenue
Albany, NY 12206

RECEIVED
MAY 18 2017
gw

May 5, 2017

Alan M. Weinstock, CEO
PSCH, Inc.
142-02 20th Avenue
Flushing, NY 11351

RE: 101-54/56 117th Street
Richmond Hill, NY 11418
PA#: 33H339
MA#: 647175

Dear Mr. Weinstock:

This is to inform you that the New York State Department of Health has determined that your facility is in compliance with the regulations for the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) as defined in Sections 442.12, 442.101 and 483.400 of the Code of Federal Regulations (CFR), applicable provisions of the Social Services Law of the State of New York, applicable rules and regulations of New York State and the requirements of the Office For People With Developmental Disabilities (OPWDD).

This agreement shall be in effect until subsequent notice of termination. Your agreement will cover 25 ICF/IID beds.

Form HA-46A (Medicaid Agreement) and this supplement to the Agreement constitute the Medicaid (Title XIX) Agreement and should be retained for your records.

Sincerely,

Lee Weissmuller / gm

Lee Weissmuller, Director
Bureau of ICF/IID Quality and Surveillance

c: Ms. Phillips, OPWDD

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370446
ICF (14 BEDS OR LESS)
27-29 Butler St
East Elmhurst, NY 11369
Certified Capacity: 13
Effective Date: 05/01/2017
Expiration Date: 04/30/2018
LSC Code: 2012 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: Slow

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

November 25, 2016

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370453
ICF (14 BEDS OR LESS)
130-03 7th Avenue
College Point, NY 11356
Certified Capacity: 10
Effective Date: 12/01/2016
Expiration Date: 11/30/2017
LSC Code: 2000 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | **Office for People With Developmental Disabilities**

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

April 29, 2016

RECEIVED
MAY 17 2016

Alan M. Weinstock, Executive Director
PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

RE: Authorization to Operate
Program Type: DAY HABILITATION
Effective Date: 01/01/16
Expiration Date: 12/31/18

Dear Executive Director:

In accordance with Article 16 of the Mental Hygiene Law, this letter confirms the issuance of the operating certificates in the DAY HABILITATION program type for the period 01/01/2016 to 12/31/2018. Each site is still considered to be separately certified but for administrative efficiency this one letter provides the notice for all the individual operating certificates listed in the attachment to this letter. Please review the attached list of certified programs and satellites. This letter should be kept on file as proof of the certification status of each site and shown to anyone requesting to see it.

If a statement of deficiencies was issued for program(s) on the attached list, deficiencies identified in the Statement of Deficiencies have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing certified programs. For certified programs on the attached list that serve members of the Willowbrook class. The additional requirements were reviewed through processes separate from the reviews that were conducted for the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

Robert Hettenbach
Shanone Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Dietzell, DO
Marianne Coughlin
Ayana Ali
Rob Lydon
Latchmine Mattaw
Lorrie Eason
Chris Kroche
Lauren Gasparine

Attachment

cc: Jeffrey E Finkle, President of Governing Body
Donna Limiti, Region 4
Division of Enterprise Solutions

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

Group Authorization Type: DAY HABILITATION

OC#	**7437320**	189-15 Station Road Flushing, NY 11358	**Certified Capacity:** **Effective Date:** **Expiration Date:**	100 01/01/2016 12/31/2018
OC#	**7437321**	19-04 49th Street Astoria, NY 11105	**Certified Capacity:** **Effective Date:** **Expiration Date:**	100 01/01/2016 12/31/2018
OC#	**7437322**	101-54/56 117th Street Richmond Hill, NY 11418	**Certified Capacity:** **Effective Date:** **Expiration Date:**	30 01/01/2016 12/31/2018
OC#	**7437652**	23-15 37th Avenue Astoria, NY 11101	**Certified Capacity:** **Effective Date:** **Expiration Date:**	55 01/01/2016 12/31/2018

NEW YORK STATE OF OPPORTUNITY. | **Office for People With Developmental Disabilities**

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

April 29, 2016

RECEIVED
MAY 17 2016
gw

Alan M. Weinstock, Executive Director
PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

RE: Renewal of Operating Certificates
Program Type: IRA (9 BEDS OR MORE)
Effective Date: 01/01/16
Expiration Date: 12/31/18

Dear Executive Director:

In accordance with Article 16 of the Mental Hygiene Law, this letter confirms the issuance of the operating certificates in the Individualized Residential Alternative (IRA - 9 Beds or More) program type for the period 01/01/2016 to 12/31/2018. Each site is still considered to be separately certified but for administrative efficiency this one letter provides the notice for all the individual operating certificates listed in the attachment to this letter. Please review the attached list of certified programs and keep this letter on file as proof of the certification status of each site. This letter should be shown to anyone requesting to see it.

If a statement of deficiencies was issued for program(s) on the attached list, deficiencies identified in the Statement of Deficiencies have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing certified programs. For certified programs on the attached list that serve members of the Willowbrook class. The additional requirements were reviewed through processes separate from the reviews that were conducted for the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

Robert Hettenbach
Sharone Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Detzell, DO
Marianne Coughlin
Ayana Ali
Rob Lydon
Latchmine Mattou
Lorrie Eason
Chris Krische
Lauren Gasparin

Attachment

cc: Jeffrey E Finkle, President of Governing Body
Donna Limiti, Region 4
Division of Enterprise Solutions

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

Group Authorization Type: IRA (9 BEDS OR MORE)

OC#	**7437443**	110-01 84th Avenue Richmond Hill, NY 11418	**Certified Capacity:** **Effective Date:** **Expiration Date:**	13 01/01/2016 12/31/2018
OC#	**7437447**	230-31 148th Ave. Laurelton, NY 11413	**Certified Capacity:** **Effective Date:** **Expiration Date:**	10 01/01/2016 12/31/2018
OC#	**7437454**	186-55 Grand Central Parkway Fresh Meadows, NY 11432	**Certified Capacity:** **Effective Date:** **Expiration Date:**	9 01/01/2016 12/31/2018
OC#	**7437455**	543 11th Street Brooklyn, NY 11215	**Certified Capacity:** **Effective Date:** **Expiration Date:**	9 01/01/2016 12/31/2018
OC#	**7437458**	160-12 20th Road Whitestone, NY 11357	**Certified Capacity:** **Effective Date:** **Expiration Date:**	10 01/01/2016 12/31/2018

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

February 27, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370448
ICF (14 BEDS OR LESS)
52-32 72nd Place
Maspeth, NY 11378
Certified Capacity: 13
Effective Date: 03/01/2017
Expiration Date: 02/28/2018
LSC Code: 2000 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing your program. These additional requirements are reviewed through processes separate from the survey which resulted in the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

Health

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Mary T. Bassett, MD, MPH
Commissioner

Gerald Cohen, M.D.
Director of Clinical Affairs
Division of Mental Hygiene

Janice Chisholm
Director, Bureau of Developmental Disabilities
Gotham Center
42-09 28th Street, CN #20
Long Island City, NY 11101-4132

347-396-7192 tel.
347-396-6783 fax

June 5, 2017

RECEIVED
JUN 20 2017
JW

Elma Blackburn
New York City Regional Office
New York State Office for People
With Developmental Disabilities
25 Beaver Street, 3rd Floor
New York, NY 10004

Re: WellLife Network (PSCH, Inc.)
Address: 130-03 7th Avenue
College Point, NY 11356
Capacity: 10
Cert. No.: 74370453

Dear Ms. Blackburn:

Please be advised that the conversion of an Intermediate Care Facility (ICF) to a Supervised Individualized Residential Alternative (IRA) by WellLife Network (PSCH, Inc.) at the above address is supported by the New York City Department of Health and Mental Hygiene.

Best wishes are extended to the agency and the consumers in the program.

Sincerely,

Janice Chisholm

cc: Alan Weinstock

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Mary T. Bassett, MD, MPH
Commissioner

Health

Gerald Cohen, M.D.
Director of Clinical Affairs
Division of Mental Hygiene

Janice Chisholm
Director, Bureau of Developmental Disabilities
Gotham Center
42-09 28th Street, CN #20
Long Island City, NY 11101-4132

347-396-7192 Tel.
347-396-6783 fax

March 10, 2016

MAR 21 2016

Bimla Bhattacharjee
New York City Regional Office
New York State Office for People
With Developmental Disabilities
25 Beaver Street, 3rd Floor
New York, NY 10004

Re: PSCH, Inc.
Address: From: 555 Main Street
Roosevelt Island, NY
To: 161-11 130th Avenue
Jamaica, NY 11434
Capacity: 6
Project No.: 02651035
Cert. No.: 7347450

Dear Ms. Bhattacharjee:

Please be advised that the relocation of a six-persons Individualized Residential Alternative (IRA) program by PSCH, Inc. at the above address is supported by the New York City Department of Health and Mental Hygiene.

Best wishes are extended to the agency and the consumers in the program.

Sincerely,

Janice Chisholm

cc: Alan Weinstock

Robert Hettenbach
Shanane Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Detwell, DO
Bob Lydon
Mariann Coughlin
Ayana Ali
Lakshmane Mattiw
Lorrie Eason
Chris Kroeche

NEW YORK STATE OF OPPORTUNITY. | **Office for People With Developmental Disabilities**

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

RECEIVED
JUL - 5 2016

June 10, 2016

Alan M Weinstock, Executive Director
PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

RE: Renewal of Operating Certificates
Program Type: IRA (8 BEDS OR LESS)
Effective Date: 05/01/16
Expiration Date: 03/31/18

Dear Executive Director:

In accordance with Article 16 of the Mental Hygiene Law, this letter confirms the issuance of the operating certificates in the Individualized Residential Alternative (IRA - 8 Beds or Less) program type for the period 05/01/2016 to 03/31/2018. Each site is still considered to be separately certified but for administrative efficiency this one letter provides the notice for all the individual operating certificates listed in the attachment to this letter. Please review the attached list of certified programs and keep this letter on file as proof of the certification status of each site. This letter should be shown to anyone requesting to see it.

If a statement of deficiencies was issued for program(s) on the attached list, deficiencies identified in the Statement of Deficiencies have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing certified programs. For certified programs on the attached list that serve members of the Willowbrook class. The additional requirements were reviewed through processes separate from the reviews that were conducted for the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

Attachment

cc: Jeffrey E Finkle, President of Governing Body
Donna Limiti, Region 4
Division of Enterprise Solutions

Robert Hetterbach
Shanone Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Detzelle, DO
Rob Lydon
Marianne Coughlin
Latchmine Mattaw
Lorrie Eason
Chris Kopsche
Carmen Gasparine

PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

Group Authorization Type: IRA (8 BEDS OR LESS)

OC#	**7437323**	189 Chestnut Street Brooklyn, NY 11208	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437401**	235 East 96th Street Apt. 8B New York, NY 10128	**Certified Capacity:**	1
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437439**	145-51 181st Street Springfield Gardens, NY 11413	**Certified Capacity:**	6
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437440**	40-15 159th Street Flushing, NY 11359	**Certified Capacity:**	8
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437444**	65 Weldon Street 1st. Floor Brooklyn, NY 11208	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437449**	625 Main Street Apartment 1046 Roosevelt Island, NY 10044	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437450**	555 Main Street Apts. 102 And 107 Roosevelt Island, NY 10044	**Certified Capacity:**	6
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437451**	625 Main Street Apartment LL34 Roosevelt Island, NY 10044	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437459**	63-12 137th Street Flushing, NY 11355	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018

PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

OC#	**7437464**	143-50 Beech Avenue Flushing, NY 11355	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437465**	56-30 204th Street Bayside, NY 11361	**Certified Capacity:**	5
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437466**	107-53 78th Street Ozone Park, NY 11417	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437467**	82-29 Country Pointe Circle 1st Floor Queens Village, NY 11427	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437468**	82-29 Country Pointe Circle 2nd Floor Queens Village, NY 11427	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437469**	3439 Fulton Street 3R Brooklyn, NY 11208	**Certified Capacity:**	1
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437471**	88-08 103rd Avenue 1st Floor Ozone Park, NY 11417	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437472**	88-08 103rd Avenue 2nd Floor Ozone Park, NY 11417	**Certified Capacity:**	5
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437473**	71-49 68th St. Glendale, NY 11385	**Certified Capacity:**	6
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018

PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

OC#	**7437474**	21 A Hill St. 3rd Floor Brooklyn, NY 11208	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437475**	65 Weldon St. 2nd Floor Brooklyn, NY 11208	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437476**	65 Weldon St. 3rd. Floor Brooklyn, NY 11208	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437477**	160 Lenox Road Brooklyn, NY 11226	**Certified Capacity:**	8
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437478**	21 Hill Street 2nd Floor Brooklyn, NY 11208	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437479**	163-29 145th Road Springfield Gardens, NY 11413	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH, INC.

Address: 142-02 20TH AVENUE 3RD FL

City, State and Zip Code: FLUSHING NY 11351

2. Entity's Vendor Identification Number: ~~11-3002344~~ 11-2542430

3. Type of Business: ____Public Corp ____Partnership ____Joint 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 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):

ALAN WEINSTOCK, PRESIDENT CEO

SHERRY TUCKER, DIRECTOR CFO

SHAVONE HAMILTON, DIRECTOR COO

ADDRESS: 142-02 20TH AVENUE 3RD FLOOR

FLUSHING NY 11351

SEE ATTACHED Board of Director's List

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 ATTACHMENT~~ NONE

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.

SEE ATTACHMENT

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

(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: 3/7/17

Signed:

Print Name: Alan M. Weinstock

Title: CEO

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.

PSCH

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SPECIALIZED
CARE AND
HEALTH

PSCH BOARD OF DIRECTORS LIST

Name & Home Details	Business	Occupation/Background	Member Since
Jeffrey E. Finkle, Chairperson			
44A Murray Avenue Port Washington, NY 11050 **917-692-5552 Cell** 516-944-3386 Alternative **JFinkle@odeoncapital.com** **jeffrey.finkle@gmail.com**	Odeon Capital Partners 747 3rd Avenue, 24th Floor, Suite A New York, NY 10017 212-785-1300 Work	Finance	August 20, 2008
Marya Piotrowski, Vice Chairperson			
15 Gridley Street West Islip, NY 11795 **516-810-4810 Cell** 631-586-8459 Home **maryap@optonline.net**	Cardinal Health/Bindley Western Drug Company	Finance/Pharmaceuticals	May 14, 2008
Howell Schrage, MD, Secretary			
306 N. Greeley Avenue Chappaqua, NY 10514 **914-629-4228 Cell** 914-238-6332 Home **hschrage@verizon.net**		Psychiatrist	September 13, 2010
Brian K. Regan, PhD, Treasurer			
17 Hillside Avenue Port Washington, NY 11050 **516-317-5321 Cell** 516-767-7618 Home **bkr9001@nyp.org**	New York Presbyterian Healthcare System 525 East 68th Street, Box 572 New York, NY 10021 212-746-3568 Work	VP of Quality & Patient Safety, NY-Presbyterian Hospital & Healthcare System	March 19, 2009
Marc Aronstein			
1365 York Avenue, #30E New York, NY 10021 **917-751-7071 Cell** **maronstein@mba1997.hbs.edu**	Beekman Investment Partners 708 3rd Avenue, # 2500 New York, NY 10017 212-687-4867 Work	Managing Director/ Private Equity Investments	September 6, 2011
Sheldon Berman			
8 Payne Circle Hewlett Harbor, NY 11557 **516-652-3920 Cell** 516-569-1970 Home **ssbmd@srberman.com**	Works from Home Address 516-374-4417 Work	Psychiatrist	April 5, 2012

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Steve Bernstein			
1705 Hereford Road Hewlett, NY 11557 **917-593-2210 Cell** 516-374-1179 Home **steve.bernstein@sjbee.com**	SJBEE LLC Works from Home Address 917-593-2210 Work	Int'l Entrepreneur	April 5, 2012
Michael Jabbour			
6779 Fleet Street Forest Hills, NY 11375 **347-879-5777 Cell** 718-360-1816 Home **michael.jabbour@gmail.com**	Soft Illuminations, Fund for Public Health NY/DOHMH 42-09 28th Street Long Island City, NY 11101 347-396-2346 Work	CEO/Partner, Senior Project Manager	April 5, 2012
Kathy Kelly			
2 Courtyard Circle Centerport, NY 11721 **631-664-2297 Cell** 631.912.0136 Home **kathykelly@optonline.net**		Retired Healthcare Exec	February, 2016
Lisa Lashley			
386 Sterling Place Brooklyn, NY 11238 **917-642-7677 Cell** **4lisalashley@gmail.com**		Attorney	September 13, 2010
David Lurie			
20 Sycamore Terrace Livingston, NJ 07039 **917-213-4169 Cell** 973-535-3176 Home **dlurie@hudsoninsgroup.com** **ddsmlurie@verizon.net**	Hudson Insurance Group 100 William Street, 5th Floor New York, NY 10038 212-918-9993 Work	Attorney	December 1999
Kristina Romanzi			
142 Radcliffe Road Plainview, NY 11803 **631-334-9864 Cell** 516-349-8542 Home **kromanzi@decilog.com** **kristina.romanzi@gmail.com**	631-694-4610 Work	Office Manager/Engineering	1988
Ann Mittasch, Director Emeritus			
1299 Corporate Drive, #402 Westbury, NY 11590 516-671-1161 Home		Retired Entrepreneur	February 11, 1997

PSCH, INC
142-02 20th Avenue, 3rd Floor
Flushing, NY 11351

1	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH Clean Corp. 11-3002344 PROVIDE JANITORAL AND GROUNDSKEEPING SERVICES WHOLLY OWNED SUBSIDIARY OF PSCH, INC
2	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH-- NEW JERSEY, INC 13-4011049 RESIDENTIAL SERVICES FOR ADULTS WITH DEVELOPMENTAL DISABILITIES WHOLLY OWNED BY PSCH, INC
3	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	ASTROCARE, INC 11-3635418 COUMMUNITY CLINICS WHOLLY OWNED BY PSCH, INC
4	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	GLENDALE PHARMACY, INC 32-0258343 PHARMACY STORE WHOLLY OWNED BY PSCH, INC
5	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PARTNERS FOR ORGANIZATIONAL EXCELLENCE, INC. 27-4285327 CONSULTING WHOLLY OWNED BY PSCH, INC
6	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH 78TH ST. OZONE PARK HOUSING DEVELOPMENT FUND CORP. 04-3618973 COUMMUNITY RESIDENCE WHOLLY OWNED BY PSCH, INC

CONTRACT FOR SERVICES

THIS AGREEMENT, dates as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement", between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for an on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office")**PSCH, Inc.,** and (ii), [New York State not-for-profit corporation], having it principal office at 142-02 20Th Avenue, Flushing, NY 11354, (the "Contractor").

W I T N E S S E T H:

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

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

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

1) Term. The term of this Agreement shall commence on January 1, 2017 and terminate on December 31, 2017 (each calendar year included in the term of this Agreement, an "Agreement Year"), is subject all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2) Definitions.
   a. "DMH" refers to the New York State Department of Mental Hygiene.
   b. "OMH" refers to the New York State Office of Mental Health.
   c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
   d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
   e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
   f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
   g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

3) Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:

   a. Operation.

      i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor's OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.

      ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.

   b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:

4) Payment.

   a. Consideration.

      i. Agreement Year. The maximum amount that the County shall pay under this Agreement during the Agreement Year (the "Agreement Year Maximum Amount") shall not exceed **One Hundred Sixty Three Thousand Sixty Four dollars ($163,064)** to be paid as follows:

         1. One third (⅓) if the Agreement Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").
         2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
         3. Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (¼) of the Advance. This recapture schedule may be modified at the Office's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

   b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) includes a statement certified by the Contractor's Executive Director (or

substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (C) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (D) if requested by the Office and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.

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

d. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

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

The Contractor agree that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

f. Sources of Funds. The Maximum Amount is comprised of the following amounts from the following sources of funding.

Funding Source	**CODE**	**2017 CONTRACT**
PROS	037P	$163,064
Total		*$163,064*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.

h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.

i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31st of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31st of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

j. Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Office, induplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

k. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for service 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.

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

m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

    i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.

ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.

iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.

iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such addition allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.

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

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

7) Compliance with Law.

a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified 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 statues, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

b. Nassau County Living Wage Law. Pursuant to LL 1-20006, 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, constitutes a material break of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

iii. It shall be a continuing obligation of the Contractor to inform the County or any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

d. Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.

8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

b. The Contractor shall deliver Services under this Agreement, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

The Contractor agrees to employ appropriate psychiatric, medical, professional, non-professional and administrative personnel in accordance with the Office, OMH, OPWDD policies and standards to conduct the regular program of the Contractor; and further, to maintain and retain professional and clinical records in accordance with Office policy including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connections with this Agreement.

c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.

d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:

   i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
   ii. The rendering of services to adults and children under appropriate professional direction;
   iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;
   iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
   v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
   vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
   vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
   viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
   ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: Á funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".

xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hurt sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.

e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification: Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for the 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 Office 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 Contractor Agent in connection with this Agreement.

d. The provisions of this Section shall survive termination of this Agreement.

10) Insurance.

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

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

c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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 coverage. 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 coverage 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.

11) 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/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.

12) Termination.

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

As used in this Agreement the word "Clause" 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 Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.

c. Contractor Assistance Upon Termination. IN connection with the termination or impending termination of this Agreement the Contractor shall, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

13) Accounting Procedures; Records.

a. 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, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement 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 1-122, "Cost Principles for Non-Profit Organizations." Such records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Office, 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 "Authorized Persons").

b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.

c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.

d. Audit Requirement for Recipients of Federal Block Grant Funds.
   i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient level are followed to the satisfaction of OMH and the federal Department of Health and Human Services ("DHHS"). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:
      1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
      2. All material terms and conditions of Block Grant regulations and guidelines.
      3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
      4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
      5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than $300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
   ii. Issuance of Audit Report(s). A single auditor's report, or a group of auditors' reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
   iii. Performance of All Necessary Follow-up Work. Upon review of the audit report(s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contract who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in

such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.

iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor's budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.

v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.

e. The provisions of this Section shall survive the termination of this Agreement.

14) Acquisition of Equipment, Supplies and Materials; Inventory.

a. The Contractor shall purchase only the equipment, supplies, and materials ("Equipment") set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:

i. If the purchase is for less than $500, the Contractor will select a reliable vendor at a reasonable price.

ii. If the purchase is for an amount of $500 - $5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to $1,500 as long as the successful quote is in writing. Additional, if the purchase is over $1,500, the Contractor shall obtain the written approval of the County prior to purchase.

iii. If the purchase is for an amount greater than $5,000, the Contract shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.

iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.

b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

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

d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.

e. The provisions of this Section shall survive the termination of this Agreement.

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

a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office 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 or inactions preceded the Contractor's action or special proceeding against the County.

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

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

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

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

19) All Legal Provisions Deemed Included; Severability; Supremacy.

a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this

Agreement for purposes of interpretation and (ii) upon the application of either party, this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b. In the event any Agreement provision 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 the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all 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 construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

21) This Agreement represents the full and entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

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

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

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

23) Third Party Beneficiary. The County and the Contractor acknowledge and declare that the OMH is a third party beneficiary to this Agreement, and, may enforce the rights of any party hereunder. No other Person is a third party beneficiary to this Agreement.

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

PSCH, Inc.

By: _____

Name: Alan M. Weinstock

Title: CEO

Date: 3/7/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of March in the year 2017 before me personally came Alan Weinstock to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Suffolk; that he ~~or she~~ is the CEO of PSCH 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.

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

Jennifer Wortmann
NOTARY PUBLIC

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

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

NOTARY PUBLIC

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

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

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

1.1 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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

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

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

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

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

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

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

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

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

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

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

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

6. COMPLIANCE WITH STANDARD TRANSACTIONS

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

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

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

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

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

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

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

7. TERMS AND TERMINATION

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

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

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does 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 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

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

By:_____

Print Name:_____

Title: _____

Date:_____

PSCH, Inc.

By:_____

Print Name: Alan M. Weinstock

Title: CEO

Date: 3/7/17

APPENDIX A - Program Narrative

(Duplicate as Necessary)

APPENDIX A – PROGRAM NARRATIVE 2017
BEHAVIORAL HEALTH SERVICES

Agency Name: PSCH

Agency Address: 800 Northern Blvd, Great Neck, NY 11021

Agency Contact Person: Larry LaRossa Telephone: 516-829-9666

Program Name: Northern Lights PROS

OASAS/OMH/OPWDD Program Type: Comprehensive PROS with Clinic

OASAS/OMH/OPWDD Program Code: 6340

Funding Source Code: 037P

1. PROGRAM DESCRIPTION

A. Overall Mission: To assist individuals with Psychiatric Disabilities achieve life role goals in significant areas such as work, education, housing and socialization in a comprehensive, recovery based program

B. Program Objectives and Services Provided: : Psychoeducation/curriculum based services help clients identify barriers and develop strategies and skills to overcome them. Services include Individualized Placement and Support, Family Psychoeducation, Treatment for Co-Occurring Disorders and specific services geared toward Young Adult population.

C. Target Population(s) Served: . Severe Persistently Mentally Ill adults residing in Nassau County.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs):
MSSI

B. Please indicate which program objective(s) will be addressed in 2017:

_____ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
_____ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
_____ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.
_x_____ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
_____ Family support program objective: _____
_____

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

_____ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions
_____ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
_____ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis?
_____10_____

E. What percentage of your population is maintained on psychotropic medications? ___99_____

F. For DD Programs:

_____ What percentage of your participants has a mental health disorder?
_____ What percentage of your participants has a substance use disorder?
_____ What percentage of your participants are on psychotropic medications?

3. SERVICE UTILIZATION

A. Program Services	2015 Actual	2016 Projected	2017 Proposed
Average Daily Census	88	89	90
Average # of Clients Served per Month	177	179	180
Annualized Unduplicated # of Clients Served	238	235	240
Units of Service	65570	66500	67000
Units of Service (CFR)			
Total Direct Care Service Hours			

B. Specialty Count (MH Programs)			
Face-to-Face Contact	22880	22250	23000
Phone Contact with Client			
Number of Trainings/Forums			
Average # of Attendees Training/Forum			

4. CLIENT/CONSUMER OUTCOMES

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey: Average score related to statement: "The care I receive is tailored to meet my particular needs" was 4.35.

Describe the methods and instruments used to measure individual and aggregated consumer outcomes: **PSCH Consumer Satisfaction Survey is administered to all clients once a year. Clients are asked to rate statements on a scale of 1-5 with 5 meaning "strongly agree"**

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage: Psychiatric Hospitalizations declined 6% during past year.

Describe the methods and instruments used to measure individual and aggregated consumer outcomes: : **Hospitalizations and ER visits are documented through use of Incident Reports.**

C. Outcome 3 (CD & DD Programs) – Identify an outcome specific to your program.

Describe the methods and instruments used to measure individual and aggregated consumer outcomes:

5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Director	1	1
Program Coordinator	0	
PROS Practitioner	8.875	8.875
Psychiatrist	.4	.4
Nurse	.3	.3
Adm Assistant	1	1
Secretary	1	1
Vocational Specialist	1	1
Employment Specialist Asst	1	1
Other (specify)		

6. FISCAL SUMMARY 2017

	2016 Actual/Annualized	2017 Proposed Budget
Gross Cost		
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
Total Revenue		
Net Cost		
State Funding	**$160,297**	**$163,064**
County Funding*		
Agency Contribution (LA only)		
Total Deficit Funding	**$160,297**	**$163,064**
Surplus (or Deficit)		

APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.

2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.

3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.

4. Reconciliation will be based on the following calculations:

a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.

b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.

5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:

a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.

b. In no event shall expenditures exceed that amount specified in the Budget.

c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:

1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.

6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.

APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING

1. The County is contracting with the Contractor under the provisions of Subdivision (2) of Section 41.13 of the Mental Hygiene Law for the rendering and furnishing of services for the mentally disabled, and render comprehensive services to the mentally disabled at a facility duly certified by the New York State Department of Mental Hygiene as defined by Section 1.03, 5.01, and 5.03 of the Mental Hygiene Law. The Contractor shall provide services to the mentally disabled on a priority basis to all residents located within the regions of County, as designated by the Department and to any other resident of the County referred to the Contractor under the Mental Hygiene Law and pursuant to the policies promulgated by the Department.

2. Such comprehensive services shall be rendered by the Contractor in accordance with the Mental Hygiene Law and the rules, regulations, policies and guidelines of the OMH and/or the OPWDD and of the Department. The program of the Contractor shall be subject to the general supervision and direction of the Department according to government statutes and pertinent codes, rules and regulations of the various offices under Section 5.01 of the Mental Hygiene Law and the policies and procedures promulgated by the Department.

3. Upon execution of this Agreement the Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed. Further, the Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of Directors of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission.

4. During the term of this Agreement the Contractor shall make its facilities available and open to the public for the rendering of the services herein covered, including any emergency services, in accordance with the schedule certified by the Board of Directors of the Contractor and filed with and approved by the Department.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   ALAN WEINSTOCK (Name)

   142-02 20TH AVENUE, 3RD FL FLUSHING NY 11351 (Address)

   (718) 559-0397 (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-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:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/7/17

Dated

Signature of Chief Executive Officer

Alan M. Weinstock

Name of Chief Executive Officer

Sworn to before me this

7th day of March, 2017.

Jennifer Wortmann

Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

Nassau County Human Services
Universal Budget Form

2017 **Return to Face Sheet**

Contract # CQHS17000136 0

Contract Name: PSCH, Inc.

Program Name: Northern Lights PROS

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
	1a	Salary	$867,469
Work on Salary and Fringe	1b	Fringe	$216,867
	1 Total	Personnel (Salary plus Fringe)	$1,084,336
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$21,221
Work on Line 4	4	Equipment	$3,062
Work on Line 5	5	Supplies	$24,054
Work on Line 6	6	Contractual Services	$80,648
Work on Line 7	7a	Rent	$361,646
	7b	Utilities	$41,900
Work on Line 8	8	Department Specific Costs	$38,213
Work on Line 9	9	Other Costs	$67,871
Work on Line 10	10	Administrative Overhead	$288,113
		Gross Expenditures (Lines 1 – 10)	$2,011,064
Work on Line 11	11	Revenue, Income, Matches, Local Tax	$1,848,000
		Net Budget Total (Lines 1 – 10 minus line 11)	$163,064
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$163,064

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval Harleen Rulleen

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel ***Return to Summary Page***

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Program Director	1	CFR 501	1.00	$81,973	$20,493	$102,466
Employment Specialist	3	CFR 254	3.00	$120,979	$30,245	$151,224
Registered Nurse	1	CFR 317	0.30	$26,935	$6,734	$33,669
Psychiatrist	1	CFR 318	0.40	$99,034	$24,758	$123,792
LMSW/LCSW	1	CFR 324	1.00	$51,000	$12,750	$63,750
Master's Level (MSW)	1	CFR 325	0.75	$53,756	$13,439	$67,195
Recreational Therapist	3	CFR 330	2.88	$133,272	$33,318	$166,590
Licensed Mental Health Counselor	2	CFR 327	1.88	$89,125	$22,281	$111,406
Therapist Assistant	3	CFR 337	0.95	$23,945	$5,986	$29,931
Program Coordinator	1	CFR 342	0.96	$44,137	$11,034	$55,171
Program Assistant	2	CFR 505	2.00	$68,807	$17,202	$86,009
Billing		CFR 505	1.26	$55,777	$13,944	$69,721
Maintenance	3	CFR 102	0.64	$18,729	$4,682	$23,412
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$867,469	$216,867	$1,084,336

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time

EDWARD P. MANGANO
COUNTY EXECUTIVE

JAMES R. DOLAN, Jr., D.S.W., L.C.S.W.
ACTING COMMISSIONER
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: 516.227.7057 Fax: 516.227.7079

2017 Refunding Certification

Provider:	PSCH, Inc.	
Address:	800 Northern Blvd, Great Neck, New York 11021	
Program Type:	Comprehensive PROS with Clinical Treatment	
Program Liaison:	Diana Johnson	
OMH/OASAS/OPWDD Licensed:		Yes
NCOMHCDDDS Reviewed Within Past 12 Months:		Yes
Date Reviewed:	9/8/2016	
Performance Outcomes Reviewed:	Reviewed open, closed and not admitted chart records. Program performing as described in the Appendix A narrative.	
Overall Rating:	Satisfactory	
Funding Recommended for Contract Year 2017:		Yes

The contract and performance outcomes for this program/agency are in compliance with NYS OMH, or OASAS, or OPWDD and Nassau County funding requirements.

Signed: _____
Acting Commissioner

Date: 9/29/16

PSCHINC-01 ASAN

ACORD

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 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lamb Financial Group
145 W. 45th Street
New York, NY 10036

CONTACT NAME:
PHONE (A/C, No, Ext): (212) 375-3000 FAX (A/C, No): (888) 389-8061
E-MAIL ADDRESS: service@lambfinancialgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc.	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PSCH Inc.
142-02 20th Ave.
Flushing, NY 11351

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab. X Sex Abuse/Molestatio GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TPP1064807	07/29/2016	07/29/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TPP1064807	07/29/2016	07/29/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TUM1063949	07/29/2016	07/29/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Comprehensive Crime			TPP1064807	07/29/2016	07/29/2017	Employee Theft	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Nassau is included as Additional Insured under the General Liability policy, subject to written contract, limited to the terms and conditions of the current policy.

CERTIFICATE HOLDER

Nassau County Department of Human Services
60 Charles Lindbergh Blvd., Suite 200
Uniondale, NY 11553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) *PSCH INC* *142-02 20TH AVE FL 3* *FLUSHING NY 11351-3000*	**1b. Business Telephone Number of Insured** *(718)-559-0527* **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Identification Number of Insured or Social Security Number** *11-2542430*
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) *NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES* *60 CHARLES LINDBERGH BLVD, SUITE 200* *UNIONDALE NY 11553-3687*	**3a. Name of Insurance Carrier** *CHRCH MUTUAL INSURANCE COMPANY* *MERRILL, WI 54452* **3b. Policy Number of entity listed in box "1a"** *0327827-07-956283* **3c. Policy effective period** *12/31/16* to *1/1/18* **3d. The Proprietor, Partners or Executive Officers are** ☐ **included.** (Only check box if all partners/officers included) ☒ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: *JULIE POWERS*
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Julie Powers *December 28, 2016*
(Signature) (Date)

Title: *BROKER/AGENT SUPPORT SPECIALIST*

Telephone Number of authorized representative or licensed agent of insurance carrier: *(715)-539-5737*

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*