

E-117-17

**Contract ID:**cqcw000000001-18**Department:** Parks**Capital:**

SERVICE: First Aid Courses and Swim Level certificates

NIFS ID #:clpk17000007 NIFS Entry Date: 03-APR-17

Term: from to

Amendment
Time Extension:
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:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>American National Red Cross</b>	Vendor ID#: [REDACTED]
Address: 195 Willis Avenue Mineola, NY 11501	Contact Person: Diana Price
	Phone: 516-747-3500 x227

<b>Department:</b>
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

**Routing Slip**

Department	NIFS Entry: X	05-APR-17 -- PABUFFOLINO
Department	NIFS Approval: X	26-APR-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	27-APR-17 -- RDALLEVA
OMB	NIFS Approval: X	27-APR-17 -- MRONAN
County Atty.	Insurance Verification: X	26-APR-17 -- DMCDERMOTT
County Atty.	Approval to Form X	26-APR-17 -- DMCDERMOTT
Dep. CE	Approval: X	28-APR-17 -- CRIBANDO

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>27-APR-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> In order to provide additional training programs the additional amount of funds are necessary for compensation
<b>Method of Procurement:</b> Contract already on file CQCW00000001(copy attached), and in place since January 1, 2000, as amended on 9/21/04, 3/23/12 and 5/13/15.
<b>Procurement History:</b> Contract already on file CQCW00000001 (copy attached), and in place since January 1, 2000
<b>Description of General Provisions:</b> Contract already in place since January 1, 2000 for first aid courses and to provide swim level certificates. Copy of Amendment to extend the Maximum Amount is attached.
<b>Impact on Funding / Price Analysis:</b> Additional \$10,000 of funding. Total will be \$20,000.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	pk	Revenue		1	pkgen3800de500	20000
Control:	gen	Contract:				0
Resp:	gen3800	County	20000			0
Object:	de500	Federal	0			0
Transaction:	109	State	0			0
Project #:		Capital	0			0
Detail:		Other	0			0
RENEWAL		<b>TOTAL</b>	<b>20000</b>		<b>TOTAL</b>	<b>20000</b>
% Increase						
% Decrease						



## Nassau County Interim Finance Authority

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

**1. Vendor:** American National Red Cross

**2. Dollar amount requiring NIFA approval:** \$20000

**Amount to be encumbered:** \$20000

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: 1/1/2000-open ended**

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 % 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:**

In order to provide additional training programs the additional amount of funds are necessary for compensation

**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 Not Applicable

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

n/a

**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 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.

RDALLEVA

27-APR-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 County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## **NIFA**

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

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 THE AMERICAN NATIONAL  
RED CROSS

WHEREAS, the County has negotiated an amendment to a personal services agreement with the American National Red Cross, increasing the maximum amount under the contract to perform lifeguard training and other services for 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 authorize the County Executive to execute the said amendment with the American National Red Cross.

George Maragos  
Comptroller



Redacted

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: American National Red Cross

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. ☐ 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 Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The \_\_\_\_\_ evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 1/1/2000. 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.

**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 the 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

4/4/17  
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. 09/15  
3

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## **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: American National Red Cross

Dated: 03/24/2017

Signed: 

Print Name: Martin Mullins

Title: Contract & Special Account Mgr., PHSS

## 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 Jennifer L. Hawkins

Date of birth \_\_\_\_\_

Home address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Business address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Telephone \_\_\_\_\_

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   /  /   Corporate Secretary and Chief of Staff 10/26/2012

Chief Financial Officer   /  /   Partner   /  /  

Vice President   /  /     /  /  

(Other) Assistant Corporate Secretary 04/01/2007

3. Do you have an equity interest in the business submitting the questionnaire?  
NO ☒ YES ☐ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES ☐ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ☐ If Yes, provide details.

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

**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 ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

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 ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

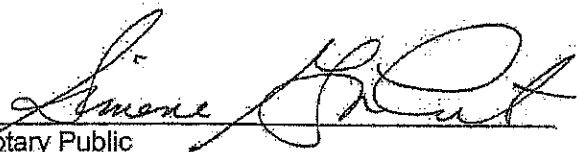
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil 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 ☒ 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 ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

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

I, JENNIFER L. HAWKINS, 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 28<sup>th</sup> day of MARCH 2018.

  
Notary Public

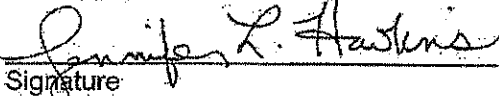
SIMONE G. WHITE  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires June 30, 2020



The American National Red Cross  
Name of submitting business

Jennifer L. Hawkins

Print name

  
Signature

Corporate Secretary and Chief of Staff

Title

3, 28, 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 Gail J. McGovern

Date of birth \_\_\_\_\_

Home address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Business address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Telephone \_\_\_\_\_

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 06/23/2008 Treasurer   /  /  

Chairman of Board   /  /   Shareholder   /  /  

Chief Exec. Officer 06/23/2008 Secretary   /  /  

Chief Financial Officer   /  /   Partner   /  /  

Vice President   /  /     /  /  

(Other) Board Member 04/23/2010

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

NO ☒ YES ☐ If Yes, provide details.

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ☐; If Yes, provide details.

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

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 ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
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 ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

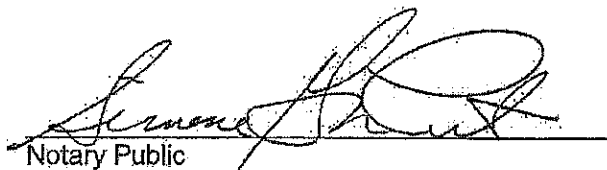
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil 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 ☒ 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 ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

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

I, GAIL J. McGOVERN, 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 28<sup>th</sup> day of March 2017

  
Notary Public

SIMONE G. WHITE  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires June 30, 2020



The American National Red Cross  
Name of submitting business

Gail J. McGovern  
Print name

  
Signature

President and Chief Executive Officer  
Title

3/28/2017  
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: 03/24/2017

1) Proposer's Legal Name: American National Red Cross

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: [REDACTED]

3) Mailing Address (if different): \_\_\_\_\_

Phone: [REDACTED]

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: [REDACTED]

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

6) The proposer is a (check one):      Sole Proprietorship      Partnership      Corporation X  
Other (Describe) Non-Profit 501 (c)(3)

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. We have a conflict of interest policy and Code of Ethics in our Human Resources Manual which enumerates the guidelines to follow.

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; [REDACTED]
- 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;
- Gail McGovern (President and CEO)
- Jennifer Hawkins (Corp. Secretary and Chief of Staff)
- [REDACTED]

- iv) State of incorporation (if applicable); District of Columbia
- v) The number of employees in the firm; 30,000
- vi) Annual revenue of firm; \$2,600,000,000.
- vii) Summary of relevant accomplishments; see attached
- viii) Copies of all state and local licenses and permits. Not Applicable; we are a federal instrumentality

B. Indicate number of years in business. 135

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. The Red Cross has been the go-to source for more than a century for information, skills and confidence to act in an emergency, at home, in school and in the workplace.

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 Aquatic Solutions

Contact Person Andy Slutsky

Address 11-01 162<sup>nd</sup> St., Apt. 93

City/State Beechhurst, NY 11357

Telephone 917-224-1513

Fax # \_\_\_\_\_

E-Mail Address aquaticsolution@aol.com

Company Town of Hempstead

Contact Person Jason Vitulli

Address 200 North Franklin Ave.

City/State Hempstead, NY 11550

Telephone 516-292-9000 ext. 7235

Fax # \_\_\_\_\_

E-Mail Address aquatics@TOHMAIL.ORG

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Company L.I. University – C.W. Post

Contact Person Rick Hamilton

Address Pratt Recreation Center, 720 Northern Blvd.

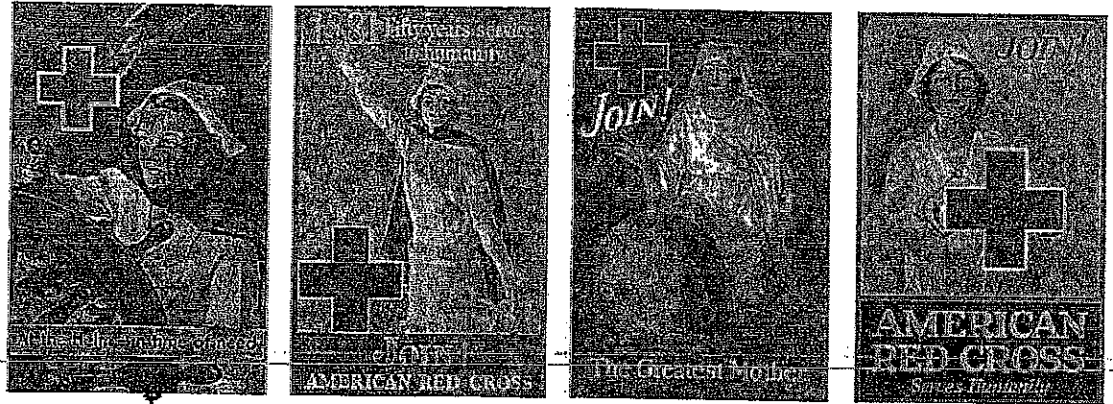
City/State Brookville, NY 11548

Telephone 516-229-3609

Fax # \_\_\_\_\_

E-Mail Address rick.hamilton@liu.edu

## Significant Dates in Red Cross History



## 19th Century

December 25, 1821	Clara Barton is born in New Oxford, Mass.
May 8, 1828	Henry Dunant, founder of Red Cross Movement, is born in Geneva, Switzerland.
June 24, 1859	Battle of Solferino in Northern Italy prompts Henry Dunant to call for an international relief organization to bring aid to the war-injured.
April 20, 1861	Clara Barton, dubbed the "Angel of the Battlefield," begins aid to servicemen in Civil War.
February 9, 1863	International Committee of the Red Cross is founded in Geneva, Switzerland.
April 20, 1865	After the war, Clara Barton was authorized by President Lincoln to open The Office of Correspondence with Friends of the Missing Men of the United States Army to identify the fate of missing soldiers for grieving parents, family and friends. In 1867, when Barton closed the office, 63,183 letters had been answered and 22,000 missing men identified.
August 8, 1864	First Geneva Convention issued protecting the war wounded and identifying the red cross on a white field as a neutral protective emblem.
May 21, 1881	Clara Barton and associates establish the American Red Cross.
August 22, 1881	First local chapter of the American Red Cross is formed in Dansville, N.Y.
September 4, 1881	Red Cross undertakes its first disaster relief effort aiding victims of Michigan forest fires.
March 16, 1882	After years of relentless efforts by Clara Barton, the U.S. Senate ratifies the Geneva Convention of 1864.
May 31, 1889	Red Cross responds to Johnstown, Pa., flood that kills over 2,000.
August 27, 1893	Clara Barton aids 30,000-mostly African-American-homeless victims of a hurricane on the Sea Islands of South Carolina.
February 15, 1896	Clara Barton and associates arrive in Constantinople to begin five-month campaign bringing relief to Armenian victims of Turkish oppression.

## 20th Century

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<b>September 8, 1900</b>	Clara Barton's last relief operation is on behalf of victims of the devastating hurricane and tidal wave that hit Galveston, Texas.
<b>December 10, 1901</b>	Mabel T. Boardman elected to Red Cross governing board, beginning a lifelong career of organizational leadership, particularly among volunteers.
<b>January 5, 1905</b>	The Red Cross received our first congressional charter in 1900 and a second in 1905, the year after Barton resigned from the organization. The most recent version of the charter—which was adopted in May, 2007 restates the traditional purposes of the organization which include giving relief to and serving as a medium of communication between members of the American armed forces and their families and providing national and international disaster relief and mitigation.
<b>April 18, 1906</b>	Earthquake and fire ravage San Francisco; President Theodore Roosevelt calls on the Red Cross to lead a major relief effort.
<b>October 9, 1909</b>	Major Charles Lynch appointed director of new Red Cross First Aid Department.
<b>January 20, 1910</b>	First meeting held to form American Red Cross Nursing Service is chaired by Jane Delano, who becomes the Service's esteemed director.
<b>November 5, 1910</b>	Pullman Company donates first railroad car to Red Cross for use around the country as a classroom for first aid instruction.
<b>December 15, 1910</b>	Thomas A. Edison Company releases "The Red Cross Seal," the first in a series of public health films about the ravages of tuberculosis and Red Cross efforts to prevent its spread.
<b>March 25, 1911</b>	Red Cross helps families of mostly young women who are victims of tragic Triangle Shirtwaist factory fire in New York City.
<b>February 6, 1912</b>	Red Cross approves creation of a Rural Nursing Program.
<b>April 12, 1912</b>	Clara Barton dies at age 91 in her home in Glen Echo, Md., eight years after her resignation from the Red Cross.
<b>April 14, 1912</b>	Red Cross comes to aid of those who survived the sinking of the Titanic.
<b>March 19, 1913</b>	President Woodrow Wilson named first honorary president of American Red Cross, establishing a precedent for all chief executives who have followed.
<b>February 1, 1914</b>	Commodore Wilbert E. Longfellow, known as the "Amiable Whale," begins Red Cross Water Safety program.
<b>September 12, 1914</b>	Red Cross "Mercy Ship" sails to Europe with medical staff and supplies following outbreak of World War I.
<b>July 24, 1915</b>	S.S. Eastland, with 2,000 summer holiday-makers aboard, capsizes in the Chicago River, causing over 800 deaths. Red Cross relief is immediate.

May 10, 1917	President Woodrow Wilson appoints a War Council to guide operations of the Red Cross during World War I.
May 12, 1917	Red Cross dedicates its headquarters building in Washington, D.C., as a memorial to "the heroic women of the Civil War," both North and South.
May 25, 1917	Red Cross starts service to blinded war veterans in Baltimore, Md.
June 2, 1917	Red Cross Commission to Europe sets sail to alleviate wartime suffering.
June 17, 1917	Red Cross holds first War Fund drive, surpassing a goal of raising \$100 million in one week.
August 30, 1917	Red Cross starts its Canteen Service to provide refreshments to the military.
September 15, 1917	President Woodrow Wilson calls on youth to join the newly formed Junior Red Cross.
April 22, 1918	Red Cross introduces medical social work in servicemen's hospitals.
June 5, 1918	Red Cross begins Nurses' Aide program to make up for nurse shortages during wartime.
July 2, 1918	Frances Reed Elliott is enrolled as the first African-American in the Red Cross Nursing Service.
January 27, 1919	Red Cross reports 204 of its nurses have died combating worldwide Spanish influenza pandemic. Red Cross recruited a total of 15,000 women, including regularly enrolled nurses to respond to the deadly outbreak.
May 5, 1919	League of Red Cross Societies (now the International Federation of Red Cross and Red Crescent Societies) is formed in Paris, France.
May 17, 1919	Red Cross National Children's Fund is set up to aid youth in postwar Europe.
September 1, 1923	Red Cross aids thousands of earthquake and fire victims in Tokyo and Yokohama, Japan.
April 21, 1927	After weeks of heavy rainfall, a major levee breaks along the Mississippi River beginning a flood that would cover 27,000 square miles. Red Cross spends months aiding the victims.
March 7, 1932	Red Cross begins distribution of government surplus wheat and cotton products to victims of drought in the Dust Bowl, which covered more than five states including Colorado, New Mexico, Kansas, Oklahoma and Texas.
May 15, 1940	Early blood processing program for relief of English war victims, called Plasma for Britain, begins under direction of Dr. Charles R. Drew.
February 4, 1941	Red Cross begins National Blood Donor Service to collect blood for the U.S. military with Dr. Charles R. Drew, formerly of the Plasma for Britain program, as medical director.
June 1, 1941	Red Cross services to military unified as "Services to Armed Forces" (SAF).
November 3, 1941	Irving Berlin's "Angels of Mercy" becomes official Red Cross wartime song.

December 7, 1941      Moment after attack on Pearl Harbor, Red Cross volunteers go into action

July 10, 1942	Red Cross curries meeting with black leaders to encourage minority participation in organization.
October 26, 1942	World War II Clubmobiles begin service in England.
November 9, 1942	Red Cross establishes a membership plan for units in U.S. colleges.
November 11, 1942	American Red Cross opens famous Rainbow Corner Club in London for servicemen.
November 28, 1942	Red Cross responds to fire at Coconut Grove nightclub in Boston, Mass., that claims 494 lives.
May 1, 1943	Jesse Thomas is the first African-American to join the American Red Cross executive staff.
March 20, 1945	President Franklin Delano Roosevelt's last radio talk to nation is in support of the Red Cross War Fund.
August 18, 1945	Red Cross ends its World War II blood program for the military after collecting more than 13 million pints.
August 29, 1945	First Red Cross field director arrives in Japan after World War II to help rebuild Japanese Red Cross.
June 8, 1947	In an effort to include more representation from the local chapters, the Board of Governors replaces Central Committee as Red Cross governing body.
January 12, 1948	Red Cross begins its National Blood Program for civilians by opening its first collection center in Rochester, N.Y.
October 1, 1949	George C. Marshall, World War II hero and creator of the "Marshall Plan" to help Europe recover from war, becomes Red Cross president.
July 22, 1950	Red Cross becomes blood collection agency for military during Korean War.
August 5, 1953	Red Cross aids Operation Big Switch exchange of POWs at end of Korea War hostilities.
October 1, 1953	Janet Wilson becomes first National Director of new Office of Volunteers that brings workers together from different services under "one Red Cross."
April 4, 1955	The Red Cross liberalizes fundraising policy to allow chapters to participate in federated campaigns, such as the Community Chest, a forerunner of the United Way.
July 14, 1955	United States ratifies the Geneva Conventions of 1949 that still apply today.
December 5, 1962	Red Cross begins collecting medicines and food for Cuba in exchange for release of Bay of Pigs POWs.
March 27, 1964	Red Cross aids victims of massive earthquake that hits Anchorage, Alaska.
October 8, 1965	Red Cross Movement adopts its Seven Fundamental Principles: Humanity, impartiality, Neutrality, Independence, Voluntary Service, Unity and Universality.
October 30, 1967	Board of Governors receives report that National Headquarters will host a national Rare Blood Donor Registry for blood types occurring less than once in 200 people.
February 14, 1972	Red Cross calls for national blood policy, which the federal government sets up in 1974, supporting standardized practices and an end to paid donations.

April 29, 1975

Red Cross begins four-month Operation New Life for Vietnam refugees brought to the United States.

February 25, 1977

President Jimmy Carter makes his 51st blood donation in bloodmobile at the White House.

January 13, 1983

United States blood banking groups issue their first warning about Acquired Immune Deficiency Syndrome (AIDS).

October 21, 1983

Board of Governors approves expansion of Red Cross bone marrow program that leads to stem cell collection and distribution.

March 1985

Immediately after the Food and Drug Administration (FDA) licenses the first test to detect the antibody to HIV on March 3rd, Red Cross Blood Services regions begin testing all newly donated blood.

February 23, 1987

Red Cross opens its Holland Laboratory dedicated to biomedical research.

September 10, 1989

Red Cross begins relief efforts for victims of Hurricane Hugo.

October 17, 1989

Red Cross aids 14,000 families affected by the Loma Prieta earthquake in Northern California.

September 24, 1990

Red Cross Holocaust and War Victims Tracing &amp; Information Center opens in Baltimore, Md.

February 4, 1991

Elizabeth Dole becomes first woman president of the Red Cross since Clara Barton.

August 3, 1992

First National Testing Laboratory, applying standardized tests to ensure safety of Red Cross blood products, opens in Dedham, Mass.

August 24, 1992

Hurricane Andrew blasts Florida and leads to multi-year Red Cross aid.

August 1, 1993

Record crest of Mississippi River occurs at St. Louis in worst Midwest flooding to date. More than 14,500 people take refuge at 148 Red Cross shelters in 10 states.

April 19, 1995

Red Cross aids victims of the Federal Building bombing in Oklahoma City.

October 9, 1996

Spurred by the disaster that befell TWA Flight 800 on July 17, 1996, Congress passes Aviation Disaster Act that leads to creation of Red Cross Aviation Incident Response (AIR) teams to assist victim families.

May 6, 1998

Red Cross creates post of Chief Diversity Officer to lead effort to ensure an inclusive work environment and responsiveness to the needs of culturally diverse communities.

November 16, 1998

Red Cross opens an Armed Forces Emergency Services (AFES) Center with hi-tech emergency communications service for military.

March 1, 1999

Red Cross initiates Nucleic Acid Testing (NAT), which provides early detection of HIV and Hepatitis C in blood.

### 21st Century

September 11, 2001

Red Cross responds to terrorist attacks in New York, at the Pentagon and outside the town of Shanksville in rural Pennsylvania.

October 3, 2001

Controversy over the original intent of the fund later leads to the establishment of the Donor Direct fund raising policy, which stands for D(onor) I(ntent) RE(cognition), C(onfirmation) and T(rust).


- February 7, 2002** Red Cross joins other groups to launch Measles Initiative, five-year plan to eradicate the disease in sub-Saharan Africa by immunizing children.
- August 13, 2004** Hurricane Charley slams into Florida's Gulf Coast. It is followed by a succession of hurricanes-Frances, Ivan and Jeanne-that call for a combined response that is the largest in Red Cross history up to that point.
- December 26, 2004** Magnitude 9.0 earthquake off west coast of Indonesia triggers massive tsunami that brings death and destruction to 12 countries. American Red Cross joins international relief effort.
- August 25 - 29, 2005** Hurricane Katrina becomes one of the most destructive storms in the history of the Gulf Coast, killing nearly 2,000 and leaving millions homeless. Red Cross mobilizes its largest, single disaster relief effort to date. Two subsequent hurricanes of significant strength hit, Rita and Wilma, compounding the devastation and impacting relief operations.
- May 2006** The American Red Cross commemorates 125 years of service both national and international.
- June 21, 2006** International Federation of Red Cross and Red Crescent Societies officially admit the Magen David Adom (MDA) and the Palestine Red Crescent Society to the Red Cross Movement as a result of American Red Cross advocacy to find a solution to their decades-long exclusion.
- January 2010** A magnitude 7.0 earthquake hits Haiti, leaving 1.5 million people homeless and prompting one of the largest single-country responses in the history of the global Red Cross and Red Crescent network. The public generously donates in support of the relief efforts, including donating via text messages on mobile phone, leading to a groundbreaking \$32 million raised via SMS.

# 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, Martin Mullins, 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.

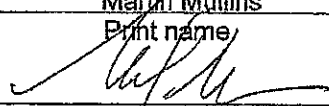
Sworn to before me this 24<sup>th</sup> day of March 2017

  
\_\_\_\_\_  
Notary Public



Jordan L. Silvas  
State of Florida  
My Commission Expires 10/05/2020  
Commission No. GG 36482

Name of submitting business: American National Red Cross

By: Martin Mullins  
Print name  
  
\_\_\_\_\_  
Signature

Contract & Special Account Manager, PHSS  
Title

3,124,117  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: American National Red Cross

Address: 195 Willis Avenue

City, State and Zip Code: Mineola, NY 11501

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

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Non-Profit 501(c)(3) 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):

CEO - Gail McGovern, 431 18th Street NW, Washington, DC 20006

Corp. Secretary/Chief of Staff - Jennifer Hawkins, 431 18th Street NW, Washington, DC 20006

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.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

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

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 03/24/2017

Signed:

Print Name: Martin Mullins

Title: Contract & Special Account Mgr., PHSS

Page 4 of 4

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

#### AMENDMENT NO. 4

This AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") made and entered as of the date on which this Amendment is last executed by the parties hereto, between (i) **NASSAU COUNTY**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) **AMERICAN NATIONAL RED CROSS**, a New York State not-for-profit corporation, having its principal office at 195 Willis Avenue, Mineola, New York 11501 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW00000001 between the County and the Contractor, executed on behalf of the County on February 25, 2000 (the "Original Agreement"), the Contractor performs certain services for the County in connection with providing first aid training courses, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2000 and was to continue annually unless either party gave the other thirty (30) days written notice of termination (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was two thousand dollars (\$2,000) (the "Maximum Amount");

WHEREAS, Amendment No. 1 increased the Maximum Amount to three thousand dollars (\$3,000.00) and Amendment no. 2 increased the Maximum Amount to six thousand five hundred dollars (\$6,500.00); and Amendment No. 3 increased the Maximum Amount to ten thousand dollars (\$10,000.00);

WHEREAS; the County and the Contractor desire to increase the Maximum Amount.

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

1. Maximum Amount. The maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the original Agreement and for increased services as amended by this Amendment (the "Amended Agreement") shall be **twenty thousand dollars (\$20,000.00)** per year (the "Amended Maximum Amount"), payable in accordance with the fee schedule attached hereto as **Appendix "A"**.

2. Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall not in the aggregate exceed the Amended Maximum Amount.

3. Compliance with Law.

(a) The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Contractor shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary including any Nassau County Department of Health permits required, and any and all inspections of the Nassau County Fire Marshall's Office.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the

County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

(c) (i) Contractor shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including minors.

(ii). Permittee agrees not to hire or retain any personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

(iii) In addition, Contractor shall check each prospective personnel and volunteer against the Statewide Sexual Offenders Registry.

(iv) Contractor agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including minors, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including minors, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment.


(d) Where the criminal history record of any personnel reveals a conviction of a crime, the Operator shall, upon notice from the head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Operator shall notify the Department head, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department to remove personnel from duty shall constitute a material breach of this Agreement.

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 INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AMERICAN NATIONAL RED CROSS

By:   
Name: Timothy Archuleta  
Title: Executive Director  
Date: 3/20/17

Please see  
attached  
California  
Acknowledgement

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) Chief Deputy County Executive  
(or) Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

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 the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

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 County Executive or \_\_\_\_ Chief Deputy County Executive or \_\_\_\_ 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.

NOTARY PUBLIC

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 3/20/2017  
Date

before me, Ezequiel Villalobos, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

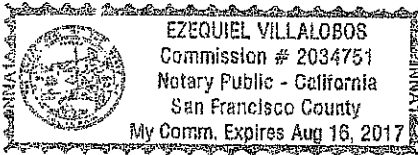
Name(s) of Signer(s)

Timothy Archuleta-Perkins

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Amendment A

Document Date: 3/20/2017

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**American  
Red Cross**

**APPENDIX "A"**  
**Preparedness, Health and Safety Services**

November 16, 2016

25141

Dear Patti Buffalino,

As you are aware, the American Red Cross provides high quality training based on the latest scientific evidence to help save lives. Through our partnership, you extend this lifesaving mission into schools, communities and workplaces across the United States to help ensure that all involved are able to learn and perform these important skills in an emergency.

Over the last 5 years, we have provided training program innovations to you at no additional cost. This includes digital certificates, free digital materials, free mobile apps, First Aid/CPR Emergency Cardiovascular Care updates, and award-winning simulation learning to name a few.

To help continue our efforts and to develop additional innovations, we are increasing the authorized provider/licensed training provider (AP/LTP) fees for our review and challenge courses where needed so they match their full course certification fees. The following chart provides examples for how the pricing will be aligned:

	Current Full AP/LTP Fees	Current Review and Challenge AP/LTP Fees	New Full, Review and Challenge AP/LTP Fees
Basic Life Support	\$18	\$18	\$18
Adult and Child CPR/ First Aid	\$27	\$19	\$27
Lifeguarding	\$35	\$27	\$35

Enclosed is a complete listing of courses and course combinations that are impacted by the pricing adjustment.

All other pricing remains the same.

By making the pricing consistent, it is our goal to continue to simplify the pricing structure across all course options, decrease confusion about pricing for different course types, decrease customer billing issues, and provide flexibility for APs and LTPs to continue to offer review and challenge courses based on training needs.

Pursuant to your existing AP or LTP Agreement, any price change requires thirty (30) days' notice prior to taking effect. This letter serves as official notification that your review and challenge course pricing will be updated to reflect these changes effective January 3, 2017. If you would like to be contacted related to this notification, please send an email to [support@redcrostraining.org](mailto:support@redcrostraining.org) and include the name of your organization and details of your concern or question.

As always, thank you for your continued support of the American Red Cross and your direct efforts in making our communities safer.

Sincerely,

Dominick Toll  
Vice President, Preparedness and Health and Safety Services



## Review and Challenge Courses Impacted by AP/LTP Fee Increase

### Aquatics

Original Price	New Price	Course Names	Course Codes
\$19	\$27	Small Craft Safety Challenge with any 1 component	HSSAQU550C-HSSAQU553C
\$27	\$35	All Lifeguarding, Shallow Water Lifeguarding and Aquatic Attraction Lifeguarding Review Courses and Review Course Combinations	HSSAQU351R, HSSAQU401R & HSSAQU402R; HSSAQU407R-HSSAQU448R
		Small Craft Safety Challenge with any 2 or more components	HSSAQU554C-HSSAQU560C

### CPR/AED for Professional Rescuers

Original Price	New Price	Course Names	Course Codes
\$19	\$27	CPR/AED for Professional Rescuers and Health Care Providers Review and Challenge Courses and Course Combinations with First Aid or Administering Emergency Oxygen (AEO) and First Aid, AEO and Bloodborne Pathogens Training (BBP)	HSSPRO101R&C, HSSPRO111R&C, HSSPRO202R&C, HSSPRO401R&C, HSSPRO402R

### First Aid/CPR/AED

Original Price	New Price	Course Names	Course Codes
\$19	\$27	First Aid and Bloodborne Pathogens (BBP) Review and Challenge	HSSSFA111R&C
		Any combination of Adult, Pediatric, Child or Infant First Aid/CPR and/or AED Review or Challenge	HSSSFA401R&C-HSSSFA415R&C
		Adult CPR/AED and BBP or Administering Emergency Oxygen (AEO) Review and Challenge	HSSSFA117R&C-HSSSFA147R&C
		Adult First Aid/CPR/AED and Asthma Inhaler Review and Challenge	HSSSFA428R&C
		Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review and Challenge	HSSSFA436R&C

**First Aid/CPR/AED**  
*(continued)*

Original Price	New Price	Course Names	Course Codes
\$19	\$27	Adult First Aid/CPR and/or AED with Anaphylaxis and Epinephrine Auto-Injector Review and Challenge	HSSSFA437R&C HSSSFA438R&C
		Adult First Aid/CPR and/or AED Review and Challenge	HSSSFA447R&C HSSSFA448R&C
		All Spanish Adult First Aid/CPR/AED Review and Challenge courses and course combinations (Curso de repaso de primeros auxilios, RCP y DEA y para adultos)	HSSSFA612R&C-HSSSFA614R&C; HSSSFA617R&C; HSSSFA619R&C-HSSSFA621R&C
		CBRF First Aid Conscious Choking with Adult CPR and/or Pediatric AED Review	HSSSFA753R & HSSSFA754R
		First Aid and BBP and Asthma Inhaler and Anaphylaxis/Epinephrine Auto-Injector and AED Review and Challenge	HSSSFA151R&C
\$27	\$35	Adult CPR or CPR/AED with BBP, Asthma Inhaler, Anaphylaxis/Epinephrine Auto-Injector and AED Review and Challenge	HSSSFA152R&C HSSSFA157R&C
		Adult and/or Pediatric First Aid/CPR and/or AED and BBP Review and Challenge	HSSSFA416R&C-HSSSFA418R&C; HSSSFA459R&C
		Adult and/or Pediatric First Aid/CPR/AED and/or AED and Asthma Inhaler Review and Challenge	HSSSFA426R&C-HSSSFA427R&C
		Adult and Pediatric First Aid/CPR/AED and AED Review and Challenge	HSSSFA446R&C

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CPCW000001

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2000  
by and between the COUNTY OF NASSAU, a municipal corporation of  
the State of New York having its principal office at 1 West  
Street, Mineola, New York, 11501 (hereinafter referred to as  
"COUNTY") acting for and on behalf of the DEPARTMENT OF  
RECREATION AND PARKS (hereinafter referred to as "DEPARTMENT")  
and the AMERICAN RED CROSS IN NASSAU COUNTY having offices at  
195 Willis Avenue, Mineola, New York 11501 (hereinafter  
referred to as "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, DEPARTMENT is desirous of obtaining the  
services of CONTRACTOR to provide certain necessary support  
services in connection with DEPARTMENT - wide training courses  
in first aid type emergency field care and basic life support;  
and

WHEREAS, CONTRACTOR due to its background and  
expertise, is eminently qualified to provide the desired  
services; and

WHEREAS, the services contemplated by this agreement  
are personal services within the intent and purview of Section  
2206 of the County Government Law of Nassau County.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN  
THE PARTIES HERETO AS FOLLOWS:

1. CONTRACTOR hereby agrees to provide DEPARTMENT with certain necessary support services in connection with training courses in first aid type emergency field care and basic life support.

2. CONTRACTOR will provide DEPARTMENT with an updated price list by the preceding December, listing fees in effect the following year. ~~Attached is price list for the fees in effect January 1 through December 31, 2000.~~

3. COUNTY shall pay the CONTRACTOR's fee as listed on the price list in effect, for the certification of each registrant that successfully completes a Standard First Aid Course; Standard First Aid Progression; Adult, Infant and/or Child CPR; Community CPR; CPR for the Professional Rescuer; and for all other courses not listed above. COUNTY shall also purchase necessary materials and supplies from CONTRACTOR which are required for such training courses. The total cost to COUNTY shall not exceed \$2,000.00 in any year for the certifications and materials and supplies. *Amendment attached*

4. CONTRACTOR will maintain a contemporaneous record of certifications and materials and supplies billed, indicating in brief summary a description of work performed. The claim submitted for services rendered under the terms of this agreement will, ~~in no case, be for more than this record will~~ corroborate. A certified copy of such record shall be attached to the claim form.

5. CONTRACTOR agrees that payments by COUNTY will be made monthly in arrears contingent upon CONTRACTOR'S submitting claim vouchers to the Nassau County Comptroller which has been approved by DEPARTMENT certifying CONTRACTOR'S performance and setting forth the payment to be made. CONTRACTOR'S terms are net 30 days.

6. CONTRACTOR shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of COUNTY. Such books and records shall be retained for period of Three (3) years and shall at all times be available for audit and inspection by the Comptroller of COUNTY or his duly designated representative.

7. CONTRACTOR agrees that it is and at all times shall be deemed to be an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit COUNTY to any obligation irrespective of the nature thereof, and CONTRACTOR shall not at any time or for any purpose be deemed an employee of COUNTY.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of COUNTY.

8. This agreement shall commence on January 1, 2000 and continue annually unless and until either party shall give the other thirty (30) days written notice of the intent to cancel or terminate same, subject however to sufficient funds being appropriated annually for this purpose. Terms shall run from January 1 to December 31.

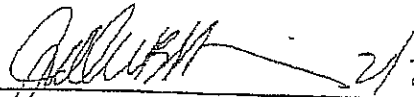
9. This agreement may not be assigned, transferred or in any way disposed of by CONTRACTOR without first having obtained written approval thereof from the County Executive of Nassau County:

10. CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

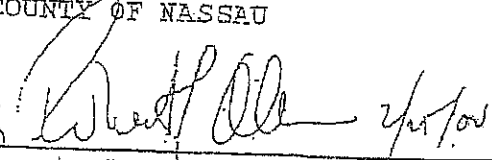
11. This agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York; as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-discrimination Order of Nassau County.

IN WITNESS WHEREOF, the AMERICAN RED CROSS NASSAU CHAPTER has executed this agreement the day and year first written above and the COUNTY OF NASSAU has executed this agreement the <sup>25<sup>th</sup></sup> day of *February* 2000.


APPROVED:

  
Department of Recreation  
and Parks

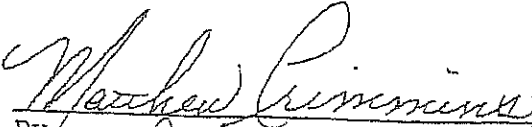
COUNTY OF NASSAU

  
Deputy County Executive

APPROVED AS PER CHARTER:

  
Deputy County Attorney

AMERICAN RED CROSS, NASSAU  
CHAPTER

  
BY *Matthew Crimmins*  
Director of Health & Safety

CQCW00000001-04  
CLPK04000003  
9/21/2004

FILE COPY

AMENDMENT NO. 1

AMENDMENT, dated as of \_\_\_\_\_ ("Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) American Red Cross in Nassau County, a New York State not-for-profit corporation, having its principal office at 195 Willis Avenue, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW00000001 between the County and the Contractor, executed on behalf of the County on February 25, 2000 (the "Original Agreement"), the Contractor performs certain services for the County in connection with providing first aid training courses, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2000 and was to continue annually unless either party gave the other thirty (30) days written notice of termination (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was \$2,000 per (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to increase the Maximum Amount

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

~~Maximum Amount~~ The Maximum Amount in the Original Agreement shall be increased by one thousand dollars (\$1,000) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the original Agreement as amended by this Amendment (the "Amended Agreement") shall be three thousand dollars (\$3,000) (the "Amended Maximum Amount").

2. Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall not in the aggregate exceed the Amended Maximum Amount.

AMERICAN RED CROSS  
NASSAU COUNTY

15 JUL 28 PM 4 31

3. Compliance With Law. The Contractor shall comply with all federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AMERICAN RED CROSS IN NASSAU COUNTY

By: Matthew Crimmins  
Name: MATTHEW CRIMMINS  
Title: DIRECTOR HEALTH & SAFETY  
Date: 5/25/2004

NASSAU COUNTY

By: Michael Clever  
Name: Michael Clever  
Title: Deputy County Executive  
Date: 9/21/09

OK  
Ellen  
Christ  
De

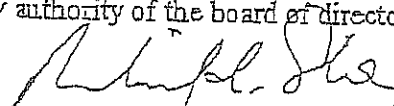
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25<sup>th</sup> day of May in the year 2004 before me personally came MATTHE PERAMINE 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 HQS of THE AMERICAN RED CROSS, 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

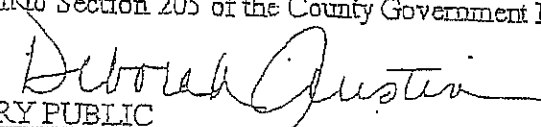
MICHAEL D. SILVER  
Notary Public, State of New York  
No. 30-4622759  
Qualified in Nassau County  
Commission Expires 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21 day of Sept. in the year 2004 before me personally came Richard Klein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; 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

DEBORAH AUSTIN  
Notary Public, State of New York  
No. 30-4729801  
Qualified in Nassau County  
Commission Expires Feb. 28, 2007

RECEIVED  
NASSAU COUNTY  
CLERK'S OFFICE  
JUL 28 2004

JUL 28 PM 4:31

## AMENDMENT 42

This AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") made and entered as of the date on which this Amendment is last executed by the parties hereto, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, having its principal office at Eisenhower Park, Hempstead Turnpike, East Meadow, New York 11554 and (ii) American Red Cross in Nassau County, a not for profit organization/educational corporation, having its principal office at 195 Willis Avenue, Mineola, NY 11501 ("Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQCW00000001 between the County and the Contractor, executed on behalf of the County on February 25, 2000, as amended by certain amendment executed on behalf of the county on 9/21/04, (the "Original Agreement"), the Contractor performed certain services for the County in connection with providing first aid training courses, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from January 1, 2000 and was to continue annually unless either party gave the other thirty (30) days written notice of termination (the "Original Term"); and

WHEREAS; the County and the Contractor desire to amend and increase the maximum amount.

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

Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three thousand five hundred dollars (\$3,500) per year, so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Original Agreement as amended by this Amendment (the "Amended Agreement") shall be Six thousand five hundred dollars (\$6,500.00) per year (the "Amended Maximum Amount"), payable in accordance with the fee schedule attached hereto as Appendix "A".

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.

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

EXECUTE IN BLUE INK

AMERICAN RED CROSS, NASSAU COUNTY CHAPTER

By: Claire Luppi  
(signature)

Name: CLAIRE Luppi  
(print name)

Title: Service Delivery Manager

Date: 1/10/12

NASSAU COUNTY

By: [Signature]

Name: Richard R. Walker

Title: County Executive

(or) ☒ Chief Deputy County Executive

(or) ☐ Deputy County Executive

Date: 3/23/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 10 day of January in the year 2012 before me personally came Claire Luppi 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 Service Delivery Mgr of PHSS, 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.

*Constancia Bailey*  
NOTARY PUBLIC

CONSTANCIA BAILEY  
Notary Public - State of New York  
NO. 01BA6204017  
Qualified in Bronx County  
My Commission Expires 4/13/2013

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 23 day of March in the year 2012 before me personally came Richard R. Walker 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, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Doreen R. Pennica*  
NOTARY PUBLIC

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01FE6170832  
EXPIRES 7/23/2011

AMENDMENT NO. 3

This AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") made and entered as of the date on which this Amendment is last executed by the parties hereto, between (i) NASSAU COUNTY, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) AMERICAN RED CROSS IN NASSAU COUNTY - NASSAU COUNTY CHAPTER, a New York State not-for-profit corporation, having its principal office at 195 Willis Avenue, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW00000001 between the County and the Contractor, executed on behalf of the County on February 25, 2000 (the "Original Agreement"), the Contractor performs certain services for the County in connection with providing first aid training courses, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2000 and was to continue annually unless either party gave the other thirty (30) days written notice of termination (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was two thousand dollars (\$2,000) (the "Maximum Amount");

\* 2003 ~~WHEREAS, Amendment No. 1 increased the Maximum Amount to three thousand dollars (\$3,000.00) and Amendment no. 2 increased the Maximum Amount to six thousand five hundred dollars (\$6,500.00); and~~

WHEREAS: the County and the Contractor desire to increase the Maximum Amount:

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

\*  
2014  
1. Maximum Amount. The maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the original Agreement and for increased services as amended by this Amendment (the "Amended Agreement") shall be ten thousand dollars (\$10,000.00) per year (the "Amended Maximum Amount"), payable in accordance with the fee schedule attached hereto as Appendix "A".

2. Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall not in the aggregate exceed the Amended Maximum Amount.

3. Compliance with Law.

(a) The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Contractor shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary including any Nassau County Department of Health permits required, and any and all inspections of the Nassau County Fire Marshall's Office.

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

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

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

rights available to the County under applicable law.

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

(c) (i) Contractor shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including minors.

(ii). Permittee agrees not to hire or retain any personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

(iii) In addition, Contractor shall check each prospective personnel and volunteer against the Statewide Sexual Offenders Registry.

(iv) Contractor agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including minors, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including minors, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment.

(d) Where the criminal history record of any personnel reveals a conviction of a crime, the Operator shall, upon notice from the head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Operator shall notify the Department head, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department to remove personnel from duty shall constitute a material breach of this Agreement.

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.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AMERICAN RED CROSS IN NASSAU COUNTY  
NASSAU COUNTY CHAPTER

By: [Signature]  
Name: Diana C. Price  
Title: Assistant Secretary  
Date: 5/1/14

NASSAU COUNTY

By: [Signature]  
Name: Charles Kibanda  
Title: County Executive  
(or) Chief Deputy County Executive  
(or) ☒ Deputy County Executive  
Date: May 13, 2015

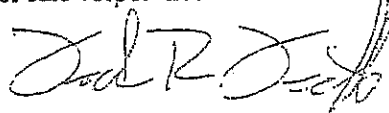
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 1 day of May in the year 2014 before me personally came James J. Deane to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of James J. Deane & Sons, 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.



FRANK E. FAVILLA

NOTARY PUBLIC-STATE OF NEW YORK

No. 01FA6129731

Qualified in Nassau County

My Commission Expires July 05, 2017

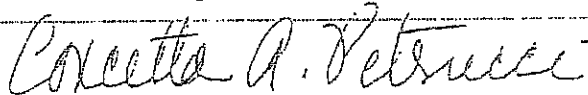
NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU )

On the 13<sup>th</sup> day of May in the year 2014 before me personally came Concetta A. Petrucci to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive or Chief Deputy County Executive or 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.



NOTARY PUBLIC

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