



Certified:

E-95-20

NIFS ID:CLHS20000009 Department: Human Services

Capital:

SERVICE: OMH- AOT Legal Services

Contract ID #:CQHS15000185

NIFS Entry Date: 08-JUN-20

Term: from 01-SEP-20 to 31-AUG-21

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) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Tomas Klimas-Mikalauskas	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Donnie Eng
Address: 60 Charles Lindbergh Blvd Uniondale, NY 11553
Phone: 516-227-7027

Routing Slip

Department	NIFS Entry: X	11-JUN-20 -- DENG
Department	NIFS Approval: X	11-JUN-20 -- BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	19-JUN-20 -- CNOLAN
OMB	NIFS Approval: X	18-JUN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	15-JUN-20 -- NSARANDIS
County Atty.	Approval to Form: X	16-JUN-20 -- MMISRA
CPO	Approval: X	26-JUN-20 -- KOHAGENCE

DCEC	Approval: X	29-JUN-20 -- JCHIARA
Dep. CE	Approval: X	01-JUL-20 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	06-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT (Assisted Outpatient Treatment) legal documents, petitions, orders, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency.
Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by a committee that included James Dolan Acting Commissioner of Human Services. A sixth year has been added to the agreement to continue the services provided under this agreement. Due to COVID-19 the procurement process for a new agreement was halted and delayed until 2021.
Procurement History: This professional began a relationship with the Department in September 2015. Award was based on job listing on Monster.com which ran from July 22 to September 23, 2015. There were 15 responses to this add and the contractor was chosen by the evaluation committee.
Description of General Provisions: Provide 1680 billable hours of professional service consisting of assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York.
Impact on Funding / Price Analysis: Reimbursement for AOT Clerk at a rate of \$52.00 per hour. This contract is 100% state funded.
Change in Contract from Prior Procurement: Increase of hourly rate from \$50 to \$52. Removal of reimbursement expenses and advance monies.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	9A	Revenue		6	BHGRT9AX2FED/20/DE511	\$ 87,360.00
Resp:	9AX2	Contract:				\$ 0.00
Object:	DE511	County	\$ 0.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 87,360.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 87,360.00		TOTAL	\$ 87,360.00

RENEWAL	
% Increase	
% Decrease	

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RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND TOMAS KLIMAS-MIKALAIUSKAS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tomas Klimas-Mikalauskas to provide services that include preparing AOT (Assisted Outpatient Treatment) legal documents, petitions, orders, judgments and subpoenas, on a weekly basis, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Tomas Klimas-Mikalauskas.



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

1. **Vendor:** Tomas Klimas-Mikalauskas

2. **Dollar amount requiring NIFA approval:** \$87360

Amount to be encumbered: \$87360

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: 2020-2021**

Has work or services on this contract commenced? N ____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT (Assisted Outpatient Treatment) legal documents, petitions, orders, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract 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.

CNOLAN

19-JUN-20

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.



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: Tomas Klimas-Mikalauskas

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 _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

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

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

The contract was originally executed by Nassau County on May 5, 2016. This is a renewal pursuant to the contract, within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposal was issued July 22, 2015. Potential proposers were made aware of the availability of the RFP by a posting on Monster.Com. Proposals were due by September 23, 2015. There were 15 responses to the Monster.Com posting. The Evaluation Committee consisted of James Dolan D.S.W., Director of Community Services. The contractor was selected from the eligible responses to the ad. Attached is a copy of the contractor's most recent performance evaluation.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

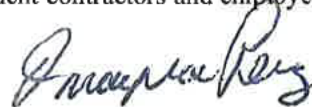
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature

6/9/2020

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. 01/18



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Tomas Klimas-Mikalauskas [TOMASAKM.ESQ@GMAIL.COM]

Dated: 06/10/2020 02:01:09 PM

Vendor: Tomas Klimas-Mikalauskas

Title: Sole-Proprietor / Contractor

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: Tomas Klimas-Mikalauskas
Date of birth: [REDACTED]
Home address: [REDACTED]
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
Country: US
- Business Address: [REDACTED]
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
Country: US
Telephone: [REDACTED]
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>09/01/2015</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

I am a sole proprietor.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Tomas Klimas-Mikalauskas
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Tomas Klimas-Mikalauskas [TOMASAKM.ESQ@GMAIL.COM]

Sole-Proprietor / Contractor
Title

06/10/2020 02:05:03 PM
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: 06/10/2020

1) Proposer's Legal Name: Tomas Klimas-Mikalauskas

2) Address of Place of Business: [REDACTED]

City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: None

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

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

Should a potential conflict of interest arise, I will contact the County and be guided accordingly.

- 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.

1 File(s) Uploaded: Klimas-Mikalauskas, Tomas - Resume.pdf

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

YES ☒ NO ☐

Is the proposer an individual?

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

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

No individuals with a financial interest in the company have been attached..

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

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

5

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

See attached resume.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Dept. of Social Services
Contact Person Rudolph Carmenaty, Esq.
Address 60 Charles Lindbergh Blvd., Suite 160
City [REDACTED] State/Province/Territory NY
Country [REDACTED]
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company Romano and Associates
Contact Person Michael J. Romano, Esq.
Address 400 Garden City Plaza, Suite 432
City Garden City State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company National Grid Environmental Legal Department
Contact Person Linda D. Sullivan, Esq.
Address 1 Metrotech Ctr
City Brooklyn State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

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

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

CERTIFICATION

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

Name of submitting business: Tomas Klimas-Mikalauskas

Electronically signed and certified at the date and time indicated by:
Tomas Klimas-Mikalauskas [TOMASAKM.ESQ@GMAIL.COM]

Sole-Proprietor / Contractor

Title

06/10/2020 02:08:17 PM

Date

Tomas Klimas-Mikalauskas, Esq.

A Lawyer, Fulbright Scholar, and Eagle Scout who is driven to succeed, and possesses exceptional skills in representation, research, and communication, with experience in various legal fields.

Bar Availability

Licensed to practice law in New York (Oct. 2014); Licensed to practice law in New Jersey (Dec. 2013)

Education

Hofstra University School of Law
Juris Doctor (May, 2013)

Hempstead, NY

Specialties:

Environmental Law; Energy Law; Contract Law and Contract Formation; Administrative Law;
Alternatives to Litigation (Including Negotiation, Mediation, and Arbitration);
Legal Interviewing and Counseling

Exhibited Prowess in:

Writing; Negotiation, Mediation, and Arbitration; Translating client goals into contract terms;
Legal Research; Understanding of United States laws relating to energy and environmental regulation

Sept. 2009 -- May 2010

Fulbright Program

Washington, DC --
Vilnius, Lithuania

Fulbright Scholar to Lithuania

Long Island University, C.W. Post Campus
BA History (May, 2009)

Brookville, NY

Experience

September 2015 -- August 2018

Nassau County Dept. of Human Services

Uniondale, NY

Nassau County Department of Human Services, Office for Mental Health, Chemical Dependency, and Developmental Disabilities Services

- Executed all tasks related to the Assisted Outpatient Treatment (AOT) Process, including preparation of various AOT documents, assistance in AOT adjudication in Supreme Court, professional interactions with doctors and the Sheriff Department, among other agencies, and various other duties relating to the AOT process.

March 2015 -- September 2015

Nassau County DSS

Uniondale, NY

Nassau County Department of Social Services Legal Department (Unpaid Intern)

- Daily responsibilities included, but were not limited to: Representation of the Department in OCTA administrative hearings; Representation of and assistance to the Department in complex OCTA administrative hearings; Guardianship proceedings, including document and subpoena preparation.
- Assistance with Assisted Outpatient Treatment (AOT) process, including preparation of various AOT documents, assistance in AOT adjudication in Supreme Court, professional interactions with doctors and the Sheriff Department, among other agencies, and various other duties relating to the AOT process.

91 Beecher Road, North Babylon, NY 11703 • (631) 355-1512 • TomasAKM.Rsq@gmail.com

Jan. – May 2013; August – Oct. 2013

Romano & Associates

Mineola, NY

Romano & Associates

- Engaged in general legal practice (including, but not limited to: estates, contracts, corporate formation, family law, real property, etc.), in addition to working on a major NJ flooding case involving dams and residential properties.

Jan. – July 2012

National Grid

Hicksville, NY

National Grid Environmental Legal Department

- Taught self CERCLA and environmental law during first weeks of position.
 - On several occasions asked by Senior Counsel to advise on CERCLA, and compared to similar state statutes in NY, MA, and RI.
 - Interpreted, and advised on, EPA proposed rules and current rules regarding the Clean Water Act and Clean Air Act (i.e. water intakes at power plants; stationary source carbon dioxide emissions; ozone emissions), and their impact on National Grid's legal responsibilities.
 - Performed important research for National Grid's position in ongoing Superfund litigation.
-

COUNTY OF NASSAU

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

1. Name of the Entity: Tomas Klimas-Mikalauskas

Address: [REDACTED]

City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country: US

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

3. Type of Business: Other (specify) Sole Proprietor

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

First Name Tomas
 Last Name Klimas-Mikalauskas
 MI [REDACTED] Suffix [REDACTED]
 Address [REDACTED]
 City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
 Country [REDACTED]
 Position [REDACTED]

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

If none, explain.

None; I am an individual Sole Proprietor.

No shareholders, members, or partners have been attached to this form.

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:

Tomas Klimas-Mikalauskas [TOMASAKM.ESQ@GMAIL.COM]

Dated: 06/10/2020 02:09:16 PM

Title: Sole-Proprietor / Contractor

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



COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Unlondale, New York, 11553-3687
Phone: (516) 227-7057 Fax: (516) 227-7079
behavioralhealth@hhsnassaucountyny.us

June 4, 2020

Tomas Klimas-Mikalauskas

Dear Mr. Klimas-Mikalauskas:

By means of this letter, please be advised that Nassau County, on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services (the "Department") wishes to extend an offer for an additional year with the maximum amount for the 2020-2021 year of the 2015-2016 agreement (as amended, the "Original Agreement") being **\$87,360.00**, payable as follows:

A rate of **Fifty Dollars (\$52.00)** per hour for services performed. The total number of billable hours shall not exceed **One Thousand Six Hundred Eighty (1680) billable hours**.

The purpose of this letter is to amend the Original Agreement so that the term is extended for an additional year for the period September 1, 2020 through August 31, 2021 and as outlined above, will authorize an additional \$87,360.00 in funding for this period, and increase the hourly rate payable for services performed during this period from Fifty Dollars (\$50.00) to Fifty-Two Dollars (\$52.00).

All payments to be made in arrears. No allocation of funding is reserved for reimbursable expenses as further described in Section 3(a)(ii) of the original agreement.

Upon your review of this letter, please sign on the appropriate line below to indicate your acceptance of the terms listed above. Return the signed letter with original signature in blue ink, to the attention of Donnie Eng at the Department's address above. You must return this letter to the Department, countersigned, within thirty (30) days of receipt in order to accept the terms of this letter. Failure to accept the offer within thirty (30) days is considered a rejection of the offer and the Original Agreement will terminate on August 31, 2020. This letter shall be of no effect until signed by both parties and fully authorized by the County.

If you have questions or require additional information, please contact Donnie Eng via email at Donnie.Eng@hhsnassaucountyny.us. Thank you for your cooperation.

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

Please sign in blue ink to indicate acceptance of the proposed extension of your contract as identified above:

Signature: 

Title: Sole Proprietor / Contractor

Date: 6/4/2020

TATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4th day of JUNE in the year 2020 before me personally came Tomas Klimas - Mikalauskas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sole Proprietor of Tomas Klimas - Mikalauskas, 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.

DONALD F. GOTIMER
Notary Public, State of New York
No. 02GO5075248
Qualified in Nassau County
Commission Expires 05-30-23

Donald F. Gotimer
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **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

LAURA CURRAN
COUNTY EXECUTIVE



CAROLYN MCCUMMINGS, MPH, PhD
COMMISSIONER

OMAYRA PÉREZ, LCSW-R
DIRECTOR OF COMMUNITY SERVICES

**COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES**

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: (516) 227-7057 Fax: (516) 227-7076
behavioralhealth@hhsnassaucountyny.us

PERSONAL SERVICES CONTRACT
PERFORMANCE EVALUATION

EMPLOYEE NAME: Toma Klimas-Mikalauskas

AREA: Assisted Outpatient Treatment Program AOT Legal Services

DESCRIPTION OF RESPONSIBILITIES:

- Prepare AOT Orders to Show Cause
- Verify Petitions for submissions to the court
- Prepare AOT final orders for submission to the court
- Prepare and process AOT subpoenas

EVALUATION OF PERFORMANCE:

SATISFACTORY ☒

UNSATISFACTORY ☐

A handwritten signature in black ink, appearing to read "Omayra Perez", is written over a horizontal line.

Omayra Perez, LCSW-R

Date: 6-11-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED Tomas Klimas-Mikalauskas [REDACTED]	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1656838-CGL-19	11/10/2019	11/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**Nassau County Department of Human Services
60 Charles Lindbergh Blvd
Unioindale NY 11553

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

AUTHORIZED REPRESENTATIVE

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E-200-19

NIFS ID:CLHS19000011 Department: Human Services

Capital:

SERVICE: OMH- AOT Legal Services

Contract ID #:CQHS15000185 NIFS Entry Date: 24-MAY-19 Term: from 01-SEP-19 to 31-AUG-20

Renewal
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	Y

Vendor Info:	
Name: Tomas Klimas-Mikalauskas	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: [REDACTED]
[REDACTED]	[REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Geri Appel
Address: 60 Chas Lindbergh Blvd, Uniondale, NY 11553
Phone: 516-227-7088

2019 SEP 10 10:12
NASSAU COUNTY

Routing Slip

Department	NIFS Entry: X	24-MAY-19 -- GAPPEL
Department	NIFS Approval: X	24-MAY-19 -- RANDERSON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	02-JUL-19 -- IQUIRESHI
OMB	NIFS Approval: X	28-MAY-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	28-MAY-19 -- AAMATO
County Atty.	Approval to Form: X	24-MAY-19 -- DMCDERMOTT
CPO	Approval: X	03-JUL-19 -- KOHAGENCE

DCEC	Approval: X	08-JUL-19 -- JCHIARA
Dep. CE	Approval: X	08-JUL-19 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	30-SEP-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT (Assisted Outpatient Treatment) legal documents, petitions, orders, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency.
Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by a committee that included James Dolan Acting Commissioner of Human Services. This is the final renewal option.
Procurement History: This professional began a relationship with the Department in September 2015. Award was based on job listing on Monster.com which ran from July 22 ;September 23, 2015. There were 15 responses to this add and the contractor was chosen by the evaluation committee.
Description of General Provisions: Provide 1680 billable hours of professional service consisting of assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York.
Impact on Funding / Price Analysis: Reimbursement for AOT Clerk at a rate of \$50.00 per hour. This contract is 100% state funded.
Change in Contract from Prior Procurement: NONE
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		5	BHGR9AX2FED/X	\$ 86,500.00
Control:	9A	Contract:			9/DE511	\$ 0.00
Resp:	9AX2	County	\$ 0.00			\$ 0.00
Object:	DE511	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 86,500.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 86,500.00		TOTAL	\$ 86,500.00

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. 277 - 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, OFFICE OF
MENTAL HEALTH, CHEMICAL DEPENDENCY AND
DEVELOPMENTAL DISABILITIES SERVICES AND TOMAS
KLIMAS-MIKALASKAS

10-7-19
7 0 0 0
7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tomas Klimas-Mikalauskas to provide preparation of AOT legal documents for the Department, interaction with medical professionals in the evaluation process for prospective Assisted Outpatients, interaction with the Nassau County Sheriff and other agencies, assistance in the AOT hearing process and legal research, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Tomas Klimas-Mikalauskas.



E-106-18

NIFS ID:CLHS18000017

Department: Human Services

Capital:

SERVICE: AOT Legal Services - Mental Health

Contract ID #:CQHS15000185

NIFS Entry Date: 18-JUL-18

Term: from 01-SEP-18 to 31-AUG-19

Renewal
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	Y

Vendor Info:	
Name: Tomas Kilmas-Mikalauskas	Vendor ID# [REDACTED]
Address: [REDACTED]	Contact Person: Tomas Kilmas-Mikalauskas
	Phone: [REDACTED]

Department:	
Contact Name: Geri Appel	
Address: 60 Charles Lindbergh Blvd, Uniondale, NY 11553	
Phone: 516-227-7088	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
218 AUG 30 10 31

Routing Slip

Department	NIFS Entry: X	24-JUL-18 -- GAPPEN
Department	NIFS Approval: X	24-JUL-18 -- RANDERSON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	16-AUG-18 -- APERSICH
OMB	NIFS Approval: X	15-AUG-18 -- AROMANO
County Atty.	Insurance Verification: X	24-JUL-18 -- AAMATO
County Atty.	Approval to Form: X	25-JUL-18 -- DMCDERMOTT
Dep. CE	Approval: X	23-AUG-18 -- KROSE-LOUDER

Leg. Affairs	Approval/Review: X	21-AUG-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Purpose:
Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT legal documents, petitions, orders, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency.
Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by James Dolan.
Procurement History: This professional began a relationship with the Department in September 2015. Award was based on job listing on Monster.com which ran from July 22 ,September 23, 2015.
Description of General Provisions: Provide 1680 billable hours of professional service consisting of assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York.
Impact on Funding / Price Analysis: Reimbursement for AOT Clerk at a rate of \$47.00 per hour. This contract is 100% state funded.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	9A	Revenue				\$ 0.00
Resp:	9AX2	Contract:				\$ 0.00
Object:	511	County	\$ 0.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 81,460.00	4	BH0RT9AX2FED/X	\$ 81,460.00
Detail:		Capital	\$ 0.00		8/DE511	\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 81,460.00		TOTAL	\$ 81,460.00

RENEWAL	
% Increase	
% Decrease	

E-106-18

140

RULES RESOLUTION NO. 140 - 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, OFFICE OF
MENTAL HEALTH, CHEMICAL DEPENDENCY AND
DEVELOPMENTAL DISABILITIES SERVICES AND TOMAS
KLIMAS-MIKALASKAS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-12-18
VOTING:
ayes 7 nays 0 abstained 0 recused 0
7 Legislators present

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tomas Klimas-Mikalauskas to provide preparation of AOT legal documents for the Department, interaction with medical professionals in the evaluation process for prospective Assisted Outpatients, interaction with the Nassau County Sheriff and other agencies, assistance in the AOT hearing process and legal research, 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 amended agreement with Tomas Klimas-Mikalauskas.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
11 13 18

LAURA CURRAN
COUNTY EXECUTIVE



OMAYRA PEREZ, LCSW-R
DIRECTOR

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Unlondale, New York, 11553-3687
Phone: (516) 227-7057 Fax: (516) 227-7079
behavioralhealth@hhsnassaucountyny.us

June 12, 2018

Tomas Klimas-Mikalauskas



Dear Mr. Klimas-Mikalauskas:

By means of this letter, in accordance with paragraph (1) of your 2015-2016 Agreement, please be advised that Nassau County, on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services wishes to extend an offer for an additional year with the maximum amount for the 2018-2019 year of the 2015-2016 agreement being **\$81,460.00**, payable as follows:

A rate of **Forty Seven Dollars (\$47.00)** per hour for services performed. The total number of billable hours shall not exceed **One Thousand Six Hundred Eighty (1680) billable hours**.

A maximum amount of **Two Thousand Five Hundred Dollars (2,500)** for reimbursable expenses. The Contractor shall be compensated for all reasonable expenses and disbursements actually incurred, including, but not limited to travel, lodging, food, and other legitimate expenses in furtherance of the services performed pursuant to this Agreement. The Contractor shall obtain prior written approval from the Department or their designee for all non-routine expenses and disbursement or any expense or disbursement not listed in the Agreement.

In accordance with paragraph (3)(a)(iii) of your 2015-2016 agreement, Contractor is eligible to receive an Advance of up to **Nineteen Thousand Seven Hundred Forty Dollars(19,740.00)** upon final execution of this agreement, which represents one quarter (1/4) of the maximum amount payable for Services (**Seventy Eight Thousand Nine Hundred Sixty Dollars**).

The purpose of this funding is to continue service delivery as defined in Paragraph 2 of the existing 2015-2016 Agreement and will cover the agreement period September 1, 2018 through August 31, 2019.

Compliance with Law. Section 7 of the Original Agreement is hereby amended to add the following subsections:

e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement

Upon your review of this letter, please sign on the appropriate line below to indicate your acceptance of the maximum amount listed above. Return the signed letter with original signature in blue ink, along with your administrative service charge of \$266.00 in accordance with paragraph 20 of your 2015-2016 contract, to the attention of Geri Appel at the Department's address above. You must return this Agreement letter to the Department, countersigned, within thirty (30) days of receipt in order to accept this Fourth Year Agreement. Failure to accept the offer within thirty (30) days is considered a rejection of the offer and the Agreement will terminate on August 31, 2018.

If you have questions or require additional information, please contact Geri Appel via email at Geryl.Appel@hhsnassaucountyny.us Thank you for your cooperation

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

Please sign in blue ink to indicate acceptance of the proposed extension of your contract as identified above:

Signature: 

Title: Contractor / Sole Proprietor

Date: 7/6/18

COUNTY OF NASSAU) ss.:
)

Debra F. Latimer
NOTARY PUBLIC

DONALD F. GOTIMER
Notary Public, State of New York
No. 02G05075248
Qualified in Nassau County
Commission Expires 05-30-2020

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

NOTARY PUBLIC



E-159-17

NIFS ID:CLHS17000024 Department: Human Services

Capital:

SERVICE: AOT LEGAL SERVICES-MENTAL HEALTH

Contract ID #:CQHS15000185 NIFS Entry Date: 19-JUN-17 Term: from 01-SEP-17 to 31-AUG-18

Renewal
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	Y

Vendor Info:	
Name: Tomas Klimas-Mikalauskas	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: Tomas Klimas-Mikalauskas
	Phone: [REDACTED]

Department:
Contact Name: Geri Appel
Address: 60 Chas Lindbergh Blvd, Uniondale, NY 11553
Phone: 516-227-7088

Routing Slip

Department	NIFS Entry: X	20-JUN-17 -- GAPPEL
Department	NIFS Approval: X	20-JUN-17 -- BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	26-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	20-JUN-17 -- MKAKOL
County Atty.	Insurance Verification: X	20-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	21-JUN-17 -- DGREGWARE
Dep. CE	Approval: X	05-JUL-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	26-JUN-17 -- MREYNOLDS
Legislature	Approval: X	26-JUL-17 -- ESEMPEPOS
Comptroller	NIFS Approval: X	31-AUG-17 -- TTROICI
NIFA	NIFA Approval:	

Contract Summary

Purpose: Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT legal documents, petitions, order, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency
Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by James Dolan.
Procurement History: This professional began a relationship with the Department in September 2015. Award was based on job listing on Monster.com which ran from July 22 to September 23, 2015.
Description of General Provisions: Provide 1680 billable hours of professional service consisting of assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York.
Impact on Funding / Price Analysis: Reimbursement for AOT Clerk at a rate of \$47.00 per hour. This contract is 100% state funded.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	9A	Revenue				\$ 0.00
Resp:	9AX2	Contract:				\$ 0.00
Object:	511	County	\$ 0.00	3	BHGRT9AX2FED/X	\$ 81,460.00
Transaction:	109	Federal	\$ 0.00		7/DE511	\$ 0.00
Project #:		State	\$ 81,460.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 81,460.00		TOTAL	\$ 81,460.00

RENEWAL	
% Increase	
% Decrease	

E-159-17

RULES RESOLUTION NO. 234 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 HUMAN
SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL
DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES
AND TOMAS KLIMAS-MIKALAIUSKAS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-24-17
YEAS: 7 NAYS: 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tomas Klimas-Mikalauskas to provide professional services consisting of assistance in the hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Tomas Klimas-Mikalauskas

Contract ID#: COHS15-000-185Department: Human Services, Office of Mental Health,
Chemical Dependency & D.D. Services**E-198-16**

Contract Details

SERVICE: AOT - Mental Health

NIFS ID #: CLHS16000031NIFS Entry Date 08/03/16Term: from 9/1/15 to 08/31/17Period 9/1/16 - 08/31/17

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Tomas Klimas-Mikalauskas	Vendor ID# [REDACTED]
Address [REDACTED]	Contact Person Tomas Klimas-Mikalauskas
	Phone [REDACTED]

County Department
Department Contact: Geri Appel
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-7088

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8/3/16	[Signature]	
	OMB	NIFS Approval	<input type="checkbox"/> 8/4/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
8/19/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 8/23/16	[Signature]	
8/19/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 8/23/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/29/16	Legislative Affairs	Fw'd Original K to CA	<input type="checkbox"/> 8/29/16	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 8/10/16	[Signature]	SD 8/25/16
8/15/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 8/15/16	[Signature]	

9/15/16
CA NIFS
approval
Kathy [Signature]

8/22/16 returned E.; no bid by [Signature]

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY

Contract ID#: CQHS15-000-185Department: Human Services, Office of Mental Health,
Chemical Dependency & D.D. Services

Contract Summary

Description:

Purpose:

Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT legal documents, petitions, order, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency.

Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by James Dolan.

Procurement History: This professional is a new relationship with the Department. Award was based on job listing on Monster.com from July 22 –September 23, 2015.

Description of General Provisions: Provide 1680 billable hours of professional service consisting of assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York.

Impact on Funding / Price Analysis: Reimbursement for AOT Clerk at a rate of \$46.00 per hour. This contract is 100% state funded.

Change in Contract from Prior Procurement: none.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	9A
Resp:	9AX2
Object:	511
Transaction:	109

RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$79,780.00
Capital	\$
Other	\$
TOTAL	\$79,780.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	BHGT9AX2FED/X6/DE511	\$79,780.00
3		\$
4		\$
5		\$
6		\$
TOTAL		\$79,780.00

Document Prepared By: Geri AppelDate: 08/03/16

NYS Certification I certify that this document was accepted into NYS. Name: <u>[Signature]</u> Date: <u>10/5/16</u>		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <u>[Signature]</u> Date: <u>8/5/16</u>		County Executive Approval Name: <u>[Signature]</u> Date: <u>8/5/16</u> (For Office Use Only) E #:	
---	--	--	--	--	--

PR5254 (8/03)

F-198-16

RULES RESOLUTION NO. 336 - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, OFFICE OF
MENTAL HEALTH, CHEMICAL DEPENDENCY AND
DEVELOPMENTAL DISABILITIES SERVICES AND TOMAS
KLIMAS-MIKALAIUSKAS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 8-12-16
VOTING:
yeas 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tomas Klimas-Mikalauskas to provide preparation of AOT legal documents for the Department, interaction with medical professionals in the evaluation process for prospective Assisted Outpatients, interaction with the Nassau County Sheriff and other agencies, assistance in the AOT hearing process and legal research, 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 amended agreement with Tomas Klimas-Mikalauskas.

EDWARD P. MANGANO
COUNTY EXECUTIVE



JAMES R. DOLAN, JR., D.S.W., L.C.S.W.
ACTING COMMISSIONER
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: (516) 227-7057 Fax: (516) 227-7076
behavioralhealth@hhsnassaucountyny.us

June 20, 2016

Tomas Klimas-Mikalauskas



Dear Mr. Klimas-Mikalauskas:

By means of this letter, in accordance with paragraph (1) of your 2015-2016 Agreement, please be advised that Nassau County, on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services wishes to extend an offer for an additional year with the maximum amount for the 2016-2017 year of the 2015-2016 agreement being **\$79,780.00**, payable as follows:

A rate of **Forty Six Dollars (\$46.00)** per hour for services performed. The total number of billable hours shall not exceed **One Thousand Six Hundred Eighty (1680) billable hours**.

A maximum amount of **Two Thousand Five Hundred Dollars (2,500)** for reimbursable expenses. The Contractor shall be compensated for all reasonable expenses and disbursements actually incurred, including, but not limited to travel, lodging, food, and other legitimate expenses in furtherance of the services performed pursuant to this Agreement. The Contractor shall obtain prior written approval from the Department or their designee for all non-routine expenses and disbursement or any expense or disbursement not listed in the Agreement.


In accordance with paragraph (3)(a)(iii) of your 2015-2016 agreement, Contractor is eligible to receive an Advance of up to **Nineteen Thousand Three Hundred Twenty Dollars(19,320.00)** upon final execution of this agreement, which represents one quarter (1/4) of the maximum amount payable for Services (**Seventy Seven Thousand Two Hundred Eighty**).

The purpose of this funding is to continue service delivery as defined in Paragraph 1 of the existing 2015-2016 Agreement and will cover the agreement period September 1, 2016 through August 31, 2017.

Upon your review of this letter, please sign on the appropriate line below to indicate your acceptance of the maximum amount listed above. Return the signed letter with original signature in blue ink, along with your administrative service charge of \$266.00 in accordance with paragraph 20 of your 2015-2016 contract, to the attention of Geri Appel at the Department's address above. You must return this Agreement letter to the Department, countersigned, within thirty (30) days of receipt in order to accept this Second year Agreement. Failure to accept the offer within thirty (30) days is considered a rejection of the offer and the Agreement will terminate on August 31, 2016.

If you have questions or require additional information, please contact Geri Appel via email at Geryl.Appel@hhsnassaucountyny.us Thank you for your cooperation.

NASSAU COUNTY

By: 

Name: Cheryl Rebore

Title: County Executive

☒ Deputy County Executive

Date: 11/4/16

Please sign in blue ink to indicate acceptance of the proposed extension of your contract as identified above:

Signature: 

Title: Contractor - Sole Proprietor

Date: 7/20/16

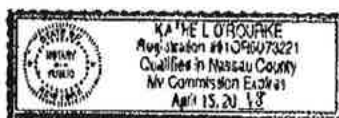
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of July in the year 2016 before me personally came Thomas Klimas-Mikaluskas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sole Proprietor of Thomas Klimas-Mikaluskas, 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.

Kathe L. O'Sourke
NOTARY PUBLIC



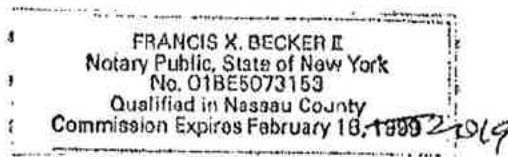
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4th day of November in the year 2016 before me personally came Charles Ripasto 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 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.

Francis X. Becker II
NOTARY PUBLIC



EDWARD P. MANGANO
COUNTY EXECUTIVE



JAMES R. DOLAN, JR., D.S.W., L.C.S.W.
ACTING COMMISSIONER
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Unlondale, New York, 11553-3687
Phone: (516) 227-7057 Fax: (516) 227-7076
behavioralhealth@hhsnassaucountyny.us

May 16, 2017

Tomas Klimas-Mikalauskas



Dear Mr. Klimas-Mikalauskas:

By means of this letter, in accordance with paragraph (1) of your 2015-2016 Agreement, please be advised that Nassau County, on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services wishes to extend an offer for an additional year with the maximum amount for the 2017-2018 year of the 2015-2016 agreement being **\$81,460.00**, payable as follows:

A rate of **Forty Seven Dollars (\$47.00)** per hour for services performed. The total number of billable hours shall not exceed **One Thousand Six Hundred Eighty (1680)** billable hours.

A maximum amount of **Two Thousand Five Hundred Dollars (2,500)** for reimbursable expenses. The Contractor shall be compensated for all reasonable expenses and disbursements actually incurred, including, but not limited to travel, lodging, food, and other legitimate expenses in furtherance of the services performed pursuant to this Agreement. The Contractor shall obtain prior written approval from the Department or their designee for all non-routine expenses and disbursement or any expense or disbursement not listed in the Agreement.


In accordance with paragraph (3)(a)(iii) of your 2015-2016 agreement, Contractor is eligible to receive an Advance of up to **Nineteen Thousand Seven Hundred Forty Dollars(19,740.00)** upon final execution of this agreement, which represents one quarter (1/4) of the maximum amount payable for Services (**Seventy Eight Thousand Nine Hundred Sixty Dollars**).

The purpose of this funding is to continue service delivery as defined in Paragraph 2 of the existing 2015-2016 Agreement and will cover the agreement period September 1, 2017 through August 31, 2018.

Upon your review of this letter, please sign on the appropriate line below to indicate your acceptance of the maximum amount listed above. Return the signed letter with original signature in blue ink, along with your administrative service charge of \$266.00 in accordance with paragraph 20 of your 2015-2016 contract, to the attention of Geri Appel at the Department's address above. You must return this Agreement letter to the Department, countersigned, within thirty (30) days of receipt in order to accept this Third year Agreement. Failure to accept the offer within thirty (30) days is considered a rejection of the offer and the Agreement will terminate on August 31, 2017.

If you have questions or require additional information, please contact Geri Appel via email at Geryl.Appel@hhsnassaucountyny.us Thank you for your cooperation.

NASSAU COUNTY

By: 

Name: Charles Rebore

Title: County Executive

☒ Deputy County Executive

Date: 9/15/17

Please sign in blue ink to indicate acceptance of the proposed extension of your contract as identified above:

Signature: 

Title: Contractor / Sole Proprietor

Date: 6/15/17

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15th day of June in the year 2017 before me personally came Tomas Klimas-Mikalavskas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sole Proprietor of Tomas Klimas-Mikalavskas, 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.

Donald F. Gotimer
NOTARY PUBLIC

DONALD F. GOTIMER
Notary Public, State of New York
No. 02G05075240
Qualified in Nassau County
Commission Expires 05-30-19

2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5th day of September in the year 2017 before me personally came Charles R. B. Smith 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 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.

Depositing

Jaclyn Delle
NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

Contract ID#: COHS15-000-185

Department: Human Services, Office of Mental Health,
Chemical Dependency & D.D. Services

E-67-16

Contract Details

SERVICE: AOT - Mental Health

NIFS ID #: COHS15-000-185

NIFS Entry Date: 11/19/15 Term: from 9/1/15 to 08/31/16

Period 9/1/15 - 08/31/16

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Tommas Kilianus-Mikolajewski	Vendor ID# [REDACTED]
Address [REDACTED]	Contact Person Tommas Kilianus-Mikolajewski
	Phone [REDACTED]

County Department
Department Contact: Donnie Eng
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-8957

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvt (Dept. Head)	<input checked="" type="checkbox"/>	7/4/16 [Signature]	
3/4/16	OMB	NIFS Approval	<input checked="" type="checkbox"/>	7/4/16 William [Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA RE&I Verification	<input type="checkbox"/>	03/04/16 [Signature]	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	03/04/16 [Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	7/21/16 [Signature]	
3/4/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	7/4/16 [Signature]	

2016 MAR 31 A 9 58

RECEIVED
MAY 10 2016
CLERK OF THE LEGISLATURE

Contract ID#: COHS15-000-185Department: Human Services, Office of Mental Health,
Chemical Dependency & D.D. Services

Contract Summary

Description:
Purpose: Enter into a personal services contract with a highly qualified candidate to provide services that include preparing AOT legal documents, petitions, order, judgments and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency.
Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require a skill set that would not be available through the normal channels. The candidate was selected from various responses through a Monster.com ad by James Dolan.
Procurement History: This professional is a new relationship with the Department. Award was based on job listing on Monster.com from July 22 -September 23, 2015.
Description of General Provisions: Provide 1680 billable hours of professional service consisting of assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York.
Impact on Funding / Price Analysis: Reimbursement for AOT Clerk at a rate of \$44.65 per hour. This contract is 100% state funded.
Change in Contract from Prior Procurement: none.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT ✓
Control:	9A ✓
Resp:	9AX2 ✓
Object:	511
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$77,512.00
Capital	\$
Other	\$
TOTAL	\$77,512.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	9A GRT9AX2FED/XS/DE511 ✓	\$77,512.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$77,512.00

RENEWAL	
% Increase	0
% Decrease	

Document Prepared By: Donnie EngDate: 11/19/15

NIFS Certification		Controller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is reasonably appropriated to be charged.		Name: <u>[Signature]</u>	
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>5/2/16</u>			
Date: <u>5/2/16</u>	Date: <u>5/2/16</u>	E #: <u>51516</u> (for Office Use Only)			

PR5254 (8/03)

E-67-16

RULES RESOLUTION NO. 72-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF
MENTAL HEALTH, CHEMICAL DEPENDENCY AND
DEVELOPMENTAL DISABILITIES SERVICES, AND TOMAS
KLIMAS-MIKALAUSKAS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
VOTING:
yes 4 noyes 0 abstained 2 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Tomas Klimas-Mikalauskas to provide professional services consisting of assistance in the hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Tomas Klimas-Mikalauskas

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 201__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-3687 (the "Department"), and (ii) **Thomas Klimas-Mikalauskas**, having a principal office at [REDACTED] the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. The term of this Agreement shall commence on September 1, 2015 and shall terminate on August 31, 2016, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The Contractor shall provide the following services to the DEPARTMENT (the "Services"). Such Services shall include: (a) Preparing AOT legal documents, including but not limited to petitions, continuance petitions, modification petitions, orders, judgments, and subpoenas, on a weekly basis in concert with the Office of Mental Health and Chemical Dependency; (b) interaction with medical professionals in the evaluation process for prospective Assisted Outpatients; (c) interaction with the Nassau County Sheriff and other agencies in order to obtain jurisdiction under the requirements of New York State Mental Hygiene Law; (d) Assistance in the actual hearing process wherein AOT petitions are adjudicated in the Supreme Court of the State of New York; (e) Legal research, including, but not limited to, researching and writing briefs on legal questions that may arise during the AOT process.

3. Payment.

(a) Amount of Consideration.

The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including reimbursements, provided under this Agreement shall not exceed the sum of **Seventy-seven Thousand Five Hundred Twelve Dollars (\$77,512.00)** (the "Maximum Amount"). The Maximum Amount shall be payable as follows:

(i) A maximum amount of Seventy-five Thousand Twelve Dollars (\$75,012.00) for Services performed by the Contractor, payable at the rate of Forty-four Dollars and Sixty-five Cents (\$44.65) per hour. The total number of billable hours shall not exceed **One Thousand Six Hundred Eighty (1,680)** billable hours.

(ii) A maximum amount of Two Thousand Five Hundred Dollars (\$2,500.00) for reimbursable expenses. The Contractor shall be compensated for all reasonable expenses and disbursements actually incurred, including, but not limited to travel, lodging, food, and other legitimate expenses in furtherance of the Services performed pursuant to this Agreement. The Contractor shall obtain prior written approval from the Department or their designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this Agreement.

(iii) Advance. Contractor is eligible to receive an advance of up to Eighteen Thousand Seven Hundred Fifty-three Dollars (\$18,753.00) upon final execution of this Agreement, which represents one quarter (1/4) of the maximum amount payable for Services (Seventy Five Thousand Twelve dollars (\$75,012.00)).

(A) Advances in subsequent renewal years are to be based on one quarter (1/4) of the maximum amount payable for Services during that renewal year.

(B) Subsequent monthly payments shall be paid at the hourly rate for services provided by the Contractor.

(C) Generally, on each of the initial (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (1/4) of the Advance. This recapture schedule may be modified at the Department's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, except as provided in Section 3(a)(iii) of this Agreement, and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

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

(b) 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 and shall

provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all in accordance with the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder. The Contractor shall comply with Section 33.13 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement, including, without limitation, the provision of community coalition development services with the highest professional standards of quality in the fields of mental health, chemical dependency and developmental disabilities. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which

the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii)

amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance.

Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the

Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the

Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty Six dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

IN WITNESS WHEREOF, the Contractor has executed this Agreement on _____,
2015 and the County has executed this Agreement on the date first above written.

Tomas Klimas-Mikalauskas


By: 

Name: Tomas Klimas-Mikalauskas

Title: AOT Clerk

Date: 3/4/16

NASSAU COUNTY

By: 

Name: Charles Richard

Title: County Executive

☐ Deputy County Executive

Date: 3/5/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4th day of March in the year 2016 before me personally came Thomas Klimas Mikolajewski 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 Act Clerk of Nassau County, 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.

SAMANTHA GOETZ
Notary Public, State of New York
No. 01003030693

Qualified in Nassau County
Commission Expires September 23, 2018

Samantha Goetz
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5 day of MAY in the year 2016 before me personally came Charles Ribando 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 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.

Samantha Goetz
NOTARY PUBLIC



Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and

shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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