



Certified:

E-103-20

E-103-20**NIFS ID:CLCC20000002 Department: Corrections Center/Sheriff****Capital:**

SERVICE: K-9 Veterinary Services

Contract ID #:CQCC18000007

NIFS Entry Date: 11-MAR-20

Term: from 01-JAN-18 to 31-DEC-22

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	N
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

Vendor Info:	
Name: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC	Vendor ID#: 473973641
Address: 163 South Service Road Plainview, NY 11803	Contact Person: Dr. Dominic Marino
	Phone: 516-501-1700

Department:
Contact Name: NARDA HALL
Address: 100 Carman Ave East Meadow, NY 11554
Phone: 516-572-3810

Routing Slip

Department	NIFS Entry: X	11-MAR-20 -- PREISSMAN
Department	NIFS Approval: X	26-JUN-20 -- PREISSMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	10-JUL-20 -- IQURESHI
OMB	NIFS Approval: X	26-JUN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	15-JUL-20 -- AAMATO
County Atty.	Approval to Form: X	01-JUL-20 -- JDELLE

CPO	Approval: X	16-JUL-20 -- KOHAGENCE
DCEC	Approval: X	17-JUL-20 -- JCHIARA
Dep. CE	Approval: X	20-JUL-20 -- TFOX
Leg. Affairs	Approval/Review: X	22-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Currently, the vendor provides veterinary services to the K-9 Unit of the Nassau County Correctional Center. This amendment will allow the vendor to provide the same services to the K-9 Unit of the Nassau County Police Department and the Arson Detection Canines of the Nassau County Fire Marshal's Office. This amendment also increases the funds to cover the new work being done by vendor
Method of Procurement: The department solicited three cost proposals for the original RFP in October 2017. Less than three cost proposals were received, the department chose the lowest cost proposal received
Procurement History: The department solicited three cost proposals for the original RFP in October 2017. Less than three cost proposals were received, the department chose the lowest cost proposal received
Description of General Provisions: The Correctional Center, Fire Marshal and NCPD utilize canines to perform various investigatory functions (including tracking, drug detection and random searches). These veterinary services will provide for the health and welfare of the dogs. The service will include, but not limited to, hospitalization, medicines, labs, tests, etc. The term of the contracts remains the same, 1/1/18-12/31/22
Impact on Funding / Price Analysis: The maximum amount shall be increased by \$101,000. The new maximum amount of the contract is \$146,000. Initial partial encumbrance of \$15,000
Change in Contract from Prior Procurement: NONE
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		3	CCGRT8100/DD405	\$ 15,000.00
Control:	81	Contract:				\$ 0.00
Resp:	8100	County	\$ 0.00			\$ 0.00
Object:	405	Federal	\$ 15,000.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 15,000.00		TOTAL	\$ 15,000.00

RENEWAL	
% Increase	
% Decrease	

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 THE NASSAU COUNTY SHERIFF’S DEPARTMENT,
AND LONG ISLAND VETERINARY SPECIALISTS
OPHTHALMOLOGY SURGERY INTERNAL MEDICINE
EMERGENCY, PLLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC to provide K-9 veterinary services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to an agreement with Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC.



Nassau County Interim Finance Authority

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

1. Vendor: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC

2. Dollar amount requiring NIFA approval: \$101000

Amount to be encumbered: \$15000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 1/1/2020-12/31/2020

Has work or services on this contract commenced? Y _____

If yes, please explain: ONGOING SERVICE

4. Funding Source:

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 100

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To amend existing agreement to include the provision of veterinary services at the current fee schedule for the K-9 unit of Nassau County Police Department and the Arson Detection Canines for the Nassau County Fire Marshal's office in addition to the K-9 Unit of the Nassau County Correctional Center and to increase the maximum amount for the term of the contract to \$146,000.00

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

Nassau County Attorney as to form

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.

IQURESHI

10-JUL-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.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Long Island Veterinary Specialist Ophthalmology Surgery Internal Medicine Emergency, PLLC

CONTRACTOR ADDRESS: 163 South Service Road Plainview, NY 11803

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 12, 2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the Department solicited at least three cost proposals in October 2017. Less than 3 providers submitted cost proposals and the chosen vendor was the lowest cost proposal.

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

2/25/2020

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.

Business History Form

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

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

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

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

Date: 07/13/2020

1) Proposer's Legal Name: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine
Emergency, PLLC

2) Address of Place of Business: 163 South Service Road

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (516) 501-1700

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: 47-397-3641

6) The proposer is a: Other (Describe) Professional Service Limited Liability
Company

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.

Decision making for the PLLC is centralized through Dr. Dominic J. Marino who meets with advisors Tim Mulcahy (CPA) formerly with Baker Tilly Virchow Krause, LLP, and Russell Stern (attorney) of Ruskin Moscou Faltischek P.C. to confirm that no conflicts exist.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

05/06/2017

- 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.

Dominic J. Marino, DVM
Member
163 South Service Road
Plainview, NY 11803

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.

Dominic J. Marino, DVM
Member
163 South Service Road
Plainview, NY 11803

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

181

- vi) Annual revenue of firm;

24101000

- vii) Summary of relevant accomplishments

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

1 File(s) Uploaded: NYS Veterinary License [Marino].pdf

B. Indicate number of years in business.

21

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

? Proposer is a multi-disciplinary, veterinary specialty hospital that is open 24 hours. We are available to receive patients requiring emergency care 24 hours a day, 365 days a year. We have Surgery doctors on-call outside of regular business hours and are able to perform emergency surgery 24 hours a day.

? We are staffed with fourteen (11) Board Certified Veterinary Specialists in their respective disciplines of: Cardiology, Integrative Medicine, Internal Medicine, Neurology, Oncology, Ophthalmology, and Surgery (orthopedic, neurosurgery, and soft tissue surgery).

? Our veterinary specialists in Surgery are available to assess canine candidates for fitness for duty as requested.

? We have provided and continue to provide extensive training for the military and law enforcement community including DEA compliance, general police canine care, advanced police canine care and tactical canine medicine.

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

Company	Metropolitan Transportation Authority		
Contact Person	Lt. John Kerwick		
Address	345 Madison Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 340-3338		
Fax #	(212) 643-5470		
E-Mail Address	Don't Have@		

Company	Nassau County Police Department		
Contact Person	Lt. Terence Loughlin		
Address	1490 Franklin Avenue		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 573-5030		
Fax #			
E-Mail Address	Don't Have@		

Company	U.S. Customs and Border Patrol		
Contact Person	Deputy Chief Gary Walck		
Address	John F. Kennedy International Airport		

City	Jamacia	State/Province/Territory	NY
Country	US		
Telephone	(718) 487-5139		
Fax #			
E-Mail Address	gary.b.walck@cbp.dhs.gov		

I, Dominic J. Marino, DVM , 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, Dominic J. Marino, DVM , 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: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine
Emergency, PLLC

Electronically signed and certified at the date and time indicated by:
Dominic J. Marino, DVM [DMARINO@LIVS.ORG]

Member

Title

07/13/2020 05:01:32 PM

Date

**The University of the State of New York
Education Department
Office of the Professions**

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 006255-1

Certificate Number: 9619745



MARINO DOMINIC JOSEPH
163 SO SERVICE RD
PLAIN VIEW

NY 11803-0000

is registered to practice in New York State through 05/31/2020 as a(n)
VETERINARIAN

LICENSEE/REGISTRANT

Stephen J. Boere

EXECUTIVE SECRETARY

Kary Ellen Ellis
COMMISSIONER OF EDUCATION

Dee E. Hill
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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:
Dominic J. Marino, DVM [DMARINO@LIVS.ORG]

Dated: 07/13/2020 04:52:54 PM

Vendor: Long Island Veterinary Specialists
Ophthalmology Surgery Internal Medicine
Emergency, PLLC

Title: Member

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: Dominic J. Marino

[REDACTED]
[REDACTED]
[REDACTED]
Country: US

Business Address: 163 South Service Road

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

Telephone: 516-501-1700

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 06/01/1998

Chairman of Board _____

Chief Exec. Officer _____

Chief Financial Officer _____

Vice President _____

(Other) _____

Treasurer _____

Shareholder _____

Secretary _____

Partner _____

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

YES ☒ NO ☐ If Yes, provide details.

I am the sole member of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, and I am the owner of 100% of the membership interest in the same.

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.

I own the real estate property in which the business operates. The business is leasing the building I own and makes regular monthly payments towards the lease.

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.

1. Long Island Veterinary Specialists, P.C.; owner of 100% of the shares of this entity.
2. 163 South Service Road LLC; owner of 100% of the membership interest of this entity.
3. Village Vets of Long Island, P.C.; owner of 99% of the shares of this entity.
4. Union Avenue, LLC; owner of 100% of the membership interest of this entity.
5. New York Veterinary Foundation, a Type-B Not-For Profit Corporation; founder of the Not-For-Profit Corporation.

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.

1. On January 1, 2016, Long Island Veterinary Specialists, P.C., entered into a contract with Nassau County, acting on behalf of the Nassau County Sheriff's Department, Division of Correction, for veterinarian services.
2. On April 1, 2017, Long Island Veterinary Specialists, P.C., entered into a contract with the Metropolitan Transportation Authority on behalf of the Metropolitan Transportation Authority Police Department Canine Unit, for veterinarian services.
3. On January 1, 2018, Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC entered into a contract (Contract # 18000007) with Nassau County Office of Corrections/Sheriff, for veterinarian services.

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, Dominic J. Marino, DVM , 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, Dominic J. Marino, DVM , 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.

Long Island Veterinary Specialists Ophthalmology
Surgery Internal Medicine Emergency, PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dominic J. Marino, DVM [DMARINO@LIVS.ORG]

Member

Title

07/13/2020 04:57:24 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC

Address: 163 South Service Road

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: 47-397-3641

3. Type of Business: Other (specify) Professional Service Limited Liability Company

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):

No principals have been attached to this form.

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.

Dominic J. Marino, DVM

[REDACTED]

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:

Dominic J. Marino, DVM [DMARINO@LIVS.ORG]

Dated: 07/13/2020 05:04:06 PM

Title: Member

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

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 20____ (together with any appendices or exhibits hereto, this "Amendment"), 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 Sheriff's Department, Division of Correction, having its principal office at 100 Carmen Avenue, East Meadow, New York 11554, the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501, and the Nassau County Fire Marshal's Office, having its principal office at 1154 Prospect Avenue, Westbury, New York 11590 (collectively referred to as the "Department"), and (ii) Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, having its principal office at 163 South Service Road, Plainview, New York 11803 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCC18000007 between the County and the Contractor (the "Original Contract"), the Contractor performs veterinary services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2018 through December 31, 2022, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, the maximum amount the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Forty-five Thousand Dollars (\$45,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services and increase the Maximum Amount.

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

1. Services. In addition to the Services set forth in the Original Agreement, the Contractor shall provide veterinary services as needed and required medications to the dogs of the K-9 Unit of the Nassau County Police Department and the Arson Detection Canines of the Nassau County Fire Marshal's Office.

2. Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by One Hundred One Thousand Dollars (\$101,000.00), so that the Maximum Amount of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Hundred Forty-six Thousand Dollars (\$146,000.00) (the "Amended Maximum Amount"). Fees for Services to the Nassau County Police Department and Nassau County Fire Marshal shall be at the rates specified in "Annex A" of the Original Agreement.

3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amended Maximum Amount throughout the term of this Amended Agreement. Contractor further acknowledges that the initial encumbrance shall be Fifteen Thousand Dollars (\$15,000.00). Thereafter, the Department shall notify

Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Compliance with Law. Section 6 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 be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

[Remainder of Page Left Intentionally Blank]

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

LONG ISLAND VETERINARY SPECIALISTS
OPHTHALMOLOGY SURGERY INTERNAL
MEDICINE EMERGENCY, PLLC

By: 

Name: Dominic J. Marino, DVM

Title: Member

Date: 11/6/2019

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of November in the year 2019 before me personally came Dominic J. Marino, DVM 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 Member of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC, 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.

Roditha M. O'Donnell
NOTARY PUBLIC

ROSETTE M. O'DONNELL
Notary Public, State of New York
No. 010D6244025
Qualified in Suffolk County
Commission Expires 12/15

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

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



CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

7/15/2020

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 Lockton Companies
1801 K Street NW, Suite 200
Washington DC 20006
(202) 414-2400

CONTACT
NAME:
PHONE
(A/C No. Ext):
E-MAIL
ADDRESS:

FAX
(A/C No.):

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: The Phoenix Insurance Company	25623
INSURER B: The Travelers Indemnity Company of Connecticut	25682
INSURER C: Travelers Property Casualty Co of America	25674
INSURER D: The Charter Oak Fire Insurance Company	25615
INSURER E:	
INSURER F:	

INSURED
1392549 Veterinary Specialists of North America LLC
106 Apple St.,
Suite 102
Tinton Falls NJ 07724

COVERAGES**CERTIFICATE NUMBER:** 16862241**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vet. Prof. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	P-660-8J611594-PHX-19	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	P-810-6N860836-19-43	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	CUP-8J631126-19-43	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-8J584618-19-43-G	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This Certificate of Liability Insurance is issued on behalf of Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency PLLC located at 163 South Service Road, Plainville, NY 11803 and in conjunction with a combined contract with the Nassau County Police Dept., Sheriff's Dept. and Fire Marshal to provide services to their K-9 team. Nassau County is included as additional insured.

CERTIFICATE HOLDER

16862241
Nassau County
1 West Street
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2018, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Sheriff's Department, Division of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) LONG ISLAND VETERINARY SPECIALISTS OPHTHALMOLOGY SURGERY INTERNAL MEDICINE EMERGENCY, PLLC, having its principal office at: 163 South Service Road; Plainview, New York 11803 (the "Contractor").

WITNESSETH:

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

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

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

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

- 1) TERM. This Agreement shall commence on January 1, 2018, and terminate on December 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement.
- 2) SERVICES. The services to be provided by the Contractor under this Agreement shall consist of providing veterinary services as needed and required medications to the dogs of the K-9 Unit of the Nassau County Correctional Center.
- 3) PAYMENT.
 - a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000.00), payable as follows: in arrears, upon submission by the Contractor of duly certified claim forms, approved by the Department and filed in the

Office of the Comptroller of Nassau County, that states with reasonable specificity the services provided and the payment requested as consideration for such services. Veterinary fees invoiced will be at the rates specified in Long Island Veterinary Specialists Ophthalmology Surgery Internal Medicine Emergency, PLLC ' cost proposal dated January 1, 2018 thru December 31, 2022, received by the correctional center January 1, 2018. ("Annex A," attached hereto and made a part hereof.)

- b) **Partial Encumbrance.** Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be Nine Thousand Dollars (\$9,000.00) payable for services rendered during the first year of the Agreement, the period January 1, 2018 through December 31, 2018. Thereafter, the Department shall notify Contractor of availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- c) **Vouchers: Voucher Review, Approval and Audit.** Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County comptroller of his or her duly designated representative (the "Comptroller").
- d) **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.
- e) **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.
- f) **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 Human Rights Laws, conflicts of interest, discrimination, a living wage, and 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 execute and comply with the terms of Appendix L, Certificate of Compliance, attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, 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 that law, 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 constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - iii) It Shall be a continuing obligation of Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- d) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department. Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.
- 7) Minimum Service Standards. Regardless of whether required by Law:

- a) The Contractor shall, and shall cause Contractor Agents, to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

8) 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 or 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 sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is give 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 provision 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) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 15) Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the

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

- 16) All Legal Provisions Deemed Included; Severability; Supremacy.
- a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
 - b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
 - 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.
- 17) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 18) 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.

- 19) Administrative Service Charge. Inasmuch as the value of the contract is for \$45,000.00, Pursuant to County Ordinance 128-3006, the service charge for contracts between \$5,000 and \$50,000 is \$160.00.
- 20) Executory Clause. Notwithstanding any other provision of this Agreement:
 - a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
 - b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(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 parties have executed this Agreement as of the date first written above.

LONG ISLAND VETERINARY SPECIALISTS
OPHTHALMOLOGY SURGERY INTERNAL MEDICINE
EMERGENCY, PLLC

By: _____

Name: Dominic J. Marino, DVM

Title: Member

Date: 11/14/2017

NASSAU COUNTY

By: _____

Name: William J. Fox

Title: Deputy County Executive

Date: 5/29/18

(PLEASE EXECUTE IN BLUE INK)

12 mt

STATE OF NEW YORK)

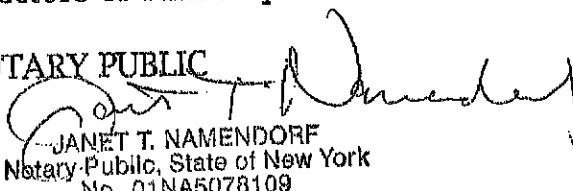
)ss:

COUNTY OF NASSAU)

On the 14th day of Nov 2017 in the year 2017 before me personally came Dominic Marino 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

Managing Member of Long Island Veterinary Specialists Emergency, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC


JANET T. NAMENDORF
Notary Public, State of New York
No. 01NA5078109
Qualified in Nassau County
Commission Expires: 6/21/19


STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 29 day of May in the year 2018 before me personally came Tatum T. Fox 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



TANYA L. CARTER
Notary Public, State of New York
No. 01CA6072856
Qualified in Nassau County
Commission Expires April 15, 2022

12-13077

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Dominic J. Marino, DVM (Name)

(Address) 103 Asharoken Avenue, Northport, New York 11768

Number) 516-501-1700 (Telephone

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

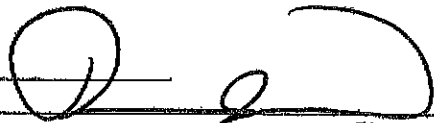
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

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

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

11/14/2017

Dated



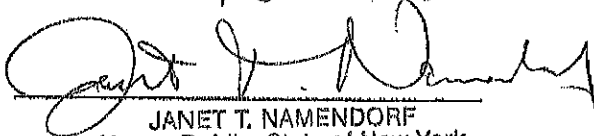
Signature of Chief Executive Officer

Dominic J. Marino, DVM

Name of Chief Executive Officer

Sworn to before me this

14th day of November, 2017



JANET T. NAMENDORF
Notary Public, State of New York
No. 01NA5078109
Qualified in Nassau County
Commission Expires: 6/21/19

Appendix L

Certificate of Compliance

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

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Dominic J. Marino, DVM (Name)

103 Asharoken Avenue, Northport, New York 11768
(Address)

516-501-1700 (Telephone
Number)

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

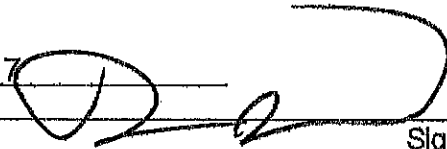
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

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

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

11/14/2017

Dated _____



Signature of Chief Executive Officer

Dominic J. Marino, DVM

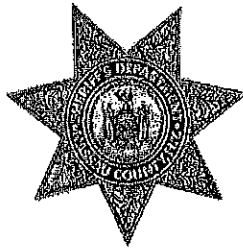
Name of Chief Executive Officer

Sworn to before me this

14th day of November, 2017



JANET T. NAMENDORF
Notary Public, State of New York
No. 01NA5078109
Qualified in Nassau County
Commission Expires: 6/21/19



SHERIFF'S DEPARTMENT
NASSAU COUNTY CORRECTIONAL CENTER
100 CARMAN AVENUE
EAST MEADOW, NY 11554

October 24, 2017

Dominic J. Marino, DVM, Dip. ACVS
LONG ISLAND VETERINARY SPECIALISTS, PLLC
163 South Service Road
Plainview, NY 11803

Dear Doctor Marino:

County Executive Order No. 1-1993 and Board of Supervisors Resolution No. 928-1993 require us to solicit at least three cost proposals when attempting to initiate a personal service contract.

The Nassau County Sheriff's Department is seeking cost proposals from veterinary hospitals to establish a personal service contract for veterinary services for the K-9 Unit. Proposals submitted must cover the period of January 1, 2018, thru December 31, 2023. Some of the items to be covered are listed on the following page. Please insert your charge for these services/items and return it with your cost proposal; it is required and will be made part of the written contract.

In order to be considered for contract award, your cost proposal must be received by my office no later than November 7, 2017. All proposals received by this date will be reviewed and the contract will be awarded shortly thereafter. All respondents submitting a cost proposal will be notified when the contract is awarded.

If you do not wish to submit a cost proposal in response to this written request, please sign where indicated below (*) and return the signed letter to me in the enclosed self-addressed, stamped envelope.

Your cooperation in this matter is greatly appreciated. Please do not hesitate to phone me at (516) 572-3810 if you have any questions regarding the award of this contract.

Very truly yours,

NASSAU COUNTY SHERIFF'S DEPARTMENT
Division of Correction

Narda Hall
Budget & Finance

*At this time, I **do not** wish to submit a cost proposal to be considered for contract award to provide veterinary services to the Nassau County Sheriff's Department K-9 Unit.

(Please Print Name)

(Sign)

(Date)

Enclosure

COST PROPOSAL

PERSONAL SERVICE CONTRACT FOR VETERINARY SERVICES
FOR THE NASSAU COUNTY SHERIFF'S DEPARTMENT K-9 UNIT
JANUARY 1, 2018 THRU DECEMBER 31, 2023

Exam: \$ 0 Recheck: \$ 0 Boarding: \$ 52 /day Hospitalization: \$ 100 /day

Vaccines:

5-in-1 \$ 12
Bordetella \$ 8
Lyme \$ 18
Leptospirosis \$ 8
Rabies 1-yr. \$ 7 2-yr. \$ 7

Tests:

X-Ray (Radiographs) 2-view \$ 53 Ea. Add. \$ 25
CBC/Chemistry \$ 49
Fecal \$ 39
Occult Heartworm \$ 20
Lyme Titer \$ 48
Lyme Western Blot \$ 80
Ehrlichia Titer \$ 64
In-house Cryptology \$ 0

Surgery:

Induction/Pre-Medication \$ 23
OR Sterilization \$ 160
Catheter \$ 40
IV Fluids \$ 78
EKG Monitor/Pulse OX \$ 84
Blood Pressure Monitor \$ 61
Biopsy - Excisional \$ 95 Biopsy \$ 92
Medical Waste Fee \$ 3
Bandaging \$ 42

Misc. Medications:

Frontline (65-88#) 6 pk. \$ 72 (89-132#) 6 pk. \$ 75
Interceptor 6 pk. \$ 35 12 pk. \$ 70
Heartguard (51-100#) 6 pk. \$ 37 12 pk. \$ 71
Dasuquin DS 60 ct. \$ 84 ct. \$ 46 150 ct. \$
Octiclenz \$ 12
Cephalexin 250 mg. caps \$ 0.29 500 mg. caps \$ 0.46
Tylosin Powder \$ 59 / 100g (size) jar
~~Cosequin DS~~ \$ / (# of tabs)
Tramadol 50 mg. \$ 0.30 / 1 (# of tabs)

Will services or items not specifically mentioned be discounted? Yes
If yes, how much of a discount will be offered? 25-35%*

*There is no discount applied towards dog food, as this is priced just above cost.

COST PROPOSAL COMPLETED BY: 

Long Island Veterinary Specialists

OF: Ophthalmology Surgery Internal Medicine Emergency, PLLC

CURRICULUM VITAE

Dominic Joseph Marino

Long Island Veterinary Specialists
163 South Service Road
Plainview, NY 11803

W (516) 501-1700
Fax (516) 501-1730
e-mail: DMarino@LIVS.org

EDUCATION

<u>Institution and Location</u>	<u>Degree</u>	<u>Year</u>	<u>Field</u>
Auburn University, Auburn, AL	B.S.	1985	Biology
Auburn University, Auburn, AL	D.V.M.	1989	Veterinary Medicine

Clinical Training

University of Georgia, Athens, GA	Internship, Small Animal Medicine	1989-1990
The Animal Medical Center, NY, NY	Residency, Small Animal Surgery	1990-1993

PROFESSIONAL EXPERIENCE

1993-1996	Service Head, Orthopedic & Neurosurgery; The Animal Medical Center, New York, NY
1996-1998	Chief of Staff; Island Referral, Levittown, NY
2000-2004	Surgical Research Consultant / IACUC; Nassau University Medical Center, East Meadow, NY
2002-2006	Visiting Lecturer; American Veterinary School, Rome, Italy
1998-Present	Chief of Staff, Chairman, Department of Surgery, Long Island Veterinary Specialists; Plainview, NY

HONORS AND AWARDS

1985	Bachelor of Science, with Honor, Auburn University
1989	Doctor of Veterinary Medicine, with Honor, Auburn University
1989	Epsilon Chapter of Phi Zeta, National Veterinary Honor Society, Auburn University College of Veterinary Medicine
1992	North Shore Animal League Petring Scholarship Award
1993	Martin and Beatrice Weiser Outstanding Resident Research Award, The Animal Medical Center
1995	Diplomate, American College of Veterinary Surgery
1999	Young Achievers Award, Auburn University College of Veterinary Medicine, Alumni Association
2000	Alex Lewyt Veterinary Medical Center Award for Achievement, North Shore Animal League
2001	Voluntary Service Award, World Trade Center, Suffolk County Society for the Prevention of Cruelty to Animals
2002	Meritorious Service Award, Long Island Veterinary Medical Association
2002	Keynote Speaker 95 th Centennial Annual Conference, Auburn University College of Veterinary Medicine
2005	Regional Service Award, Long Island Veterinary Medical Association
2006	State Legislative Citation, Office of New York State Senator Carl L. Marcellino
2006	Certificate of Appreciation, Port Authority Police Canine Unit, New York

2006	County Legislative Citation, Office of the County Executive Thomas Suozzi, Nassau County, NY
2006	Lecturer/Member International Conference on Syringomyelia Royal Veterinary College, London, UK
2007	Lecturer, International Symposium on Syringomyelia, Rugby, UK
2007	Certificate of Appreciation, 2007 Explosive and Detection Class, Metropolitan Transit Authority Police Canine Unit, NY
2007	Certificate of Appreciation, Oneida County Sheriff's Office Canine Unit, NY
2008	Chairman, Neurosurgery Section, American College of Veterinary Surgeons Symposium, San Diego, CA
2008	Certificate of Meritorious Service, Police Surgeons Benevolent Association, NY
2008	Certificate of Appreciation, Suffolk County Society for the Prevention of Cruelty to Animals
2009	Certificate of Meritorious Service for risking life in service to fellow man, Police Surgeons Benevolent Association, NY
2009	Certificate of Meritorious Service for placing himself in harm's way, Fraternal Order of Police, NY
2009	Certificate of Appreciation, United States Police Canine Association, Region 7
2009	Town of Oyster Bay Citation, Office of the Town Supervisor John Venditto, Nassau County, NY
2009	Certificate of Appreciation, Nassau County Society for the Prevention of Cruelty to Animals
2009	Diplomate, American College of Clinical Thermology
2010	Certificate of Appreciation, Suffolk County Police Department Canine Section
2011	The Chiari and Syringomyelia Foundation 2011 Charity Ball Honoree
2011	Chairman, Neurosurgery Section, American College of Veterinary Surgeons Symposium, Chicago, IL
2011	American Veterinary Medical Association; Practitioner Research Award
2012	Nassau County Citation, Office of the County Executive Ed Mangano, Mineola, N.Y.

PROFESSIONAL SOCIETY MEMBERSHIPS

1985-Present	Alpha Psi fraternity member
1989-Present	American Veterinary Medical Association
1989-Present	Auburn Alumni Association
1990-Present	Eastern Orthopedic Veterinary Society
1990-Present	New York City Veterinary Medical Society
1990-Present	New York State Veterinary Medical Society
1995-Present	Long Island Veterinary Medical Association
1995-Present	American College of Veterinary Surgeons
1990-Present	Veterinary Emergency and Critical Care Society
2001-Present	American Association of Laboratory Animal Science
2002-Present	Police Surgeons Benevolent Association
2006-Present	American College of Clinical Thermology
2006-Present	International Conference on Syringomyelia
2007-Present	Veterinary Cancer Society
2008-Present	American Academy of Thermology
2011-Present	Veterinary Neurosurgery Society
2011-Present	Veterinary Society of Surgical Oncology

CURRENT STATE LICENSURE

New York

Georgia
New Jersey

BOARD CERTIFICATION

- 1995 Diplomat, American College of Veterinary Surgeons
- 2007 Diplomat, American College of Clinical Thermology

POST-GRADUATE CERTIFICATE TRAINING

- 1993 Cemented Total Hip Replacement, Biomedtrix, Columbus, OH
- 1997 CO₂ Laser Surgery, Luxar, New York, NY
- 1999 Canine Arthroscopy, University of Georgia, Athens, GA
- 2000 Tibial Plateau Leveling Osteotomy, Slocum Enterprises, Eugene, OR
- 2000 Contemporary Issues in Total Hip Replacement, Biomedtrix, San Diego, CA
- 2003 Advanced Canine Arthroscopy, ACVS, Washington DC
- 2003 Canine Rehabilitation Therapy, University of Tennessee, Knoxville, TN
- 2003 Advanced Canine Stifle Arthroscopy, ACVS, Denver, CO
- 2004 Tibial Tuberosity Advancement, Kyon Inc, Denver, CO
- 2005 Medical Thermographic Imaging, Meditherm, Duke University, NC
- 2006 Cementless Total Hip Replacement, Biomedtrix, Washington DC
- 2006 Certified Canine Rehabilitation Practitioner, University of Tennessee, Knoxville, TN
- 2008 Radioactive Material Authorized User/Safety Officer New York State, Ahmad Hatami, DABR, DABMP, Assistant Director, Radiation Safety Office, Columbia Presbyterian Medical Center, New York, NY
- 2008 Veterinary MRI of the Nervous System Short Course, North Carolina State University college of Veterinary Medicine
- 2009 Research Fellow, Thermology, American College of Clinical Thermology, Meditherm, Duke University, NC
- 2010 Tracheal / Urethral Stenting American College of Veterinary Surgeons Symposium Seattle, Washington
- 2011 Transphenoidal Hypophysectomy, Veterinary Neurosurgical Society, Portland, Maine

PROFESSIONAL LEADERSHIP

- 1994-Present Resident Advisor/Program Director, American College of Veterinary Surgeons
- 1994-1997 Chairman, Eastern Veterinary Orthopedic Society
- 1995-Present Surgical Internship Advisor/Program Director Long Island Veterinary Specialists
- 2000-2007 National Advisory Board, North Shore Animal League
- 2002-2003 Secretary, Long Island Veterinary Medical Association
- 2003-Present Executive Board, Police Surgeons Benevolent Association
- 2003-2004 Secretary, Long Island Veterinary Medical Association
- 2004-Present The Humane Society of New York City, NY, Centennial Anniversary Committee
- 2004-2005 Secretary, Long Island Veterinary Medical Association
- 2005-2007 Vice President, Long Island Veterinary Medical Association
- 2006-Present President, New York Veterinary Foundation
- 2007-Present Medical Advisory Board, Chiari Syringomyelia Foundation
- 2008-Present Director, The Canine Chiari Institute at Long Island Veterinary Specialists

COMMUNITY SERVICE

1998-Present Surgical consultant, The Guide Dog Foundation, Smithtown, NY
1998-Present Surgical consultant, Suffolk County Police Department
1998-Present Surgical consultant, United States Customs and Border Patrol, JFK Airport, NY
1998-Present Surgical consultant, Nassau County Sheriff's Department
1998-Present Surgical consultant, Port Authority Police of New York
1998-Present Surgical consultant, New York Metropolitan Transit Authority Police Department
1998-Present Surgical consultant, Sweet Briar Nature Preserve, Smithtown, NY
1998-Present Surgical consultant, North Shore Animal League, Port Washington, NY
1998-Present Surgical consultant, The Humane Society of New York City, NY
2000-2005 Surgical consultant, Nassau University Medical Center, East Meadow, NY
2001-Present Surgical consultant, Suffolk County Society for the Prevention of Cruelty to Animals
2007-Present Surgical consultant, Nassau County Fire Marshal, Mineola, NY
2007-Present Surgical consultant, Nassau County Society for the Prevention of Cruelty to Animals
2008-Present Surgical consultant, Nassau County Police Department Canine Unit
2008-Present Surgical consultant, Department of Homeland Security, Transportation Security Administration Canine Unit, JFK Airport, NY
2008-Present Surgical consultant, Department of Homeland Security, Federal Air Marshals Canine Unit, JFK Airport, NY

RESIDENT TRAINING (*denotes attainment of board certification)

The Animal Medical Center:

Jacqueline Carver (1991-1994)*
Mitchel Robbins (1991-1994)*
Gary Lindgren (1992-1995)
Lauri Culbert (1993-1996)*
Mark Levy (1993-1996)*

Long Island Veterinary Specialists:

Margaret Puccio (1999-2002)*
Karen Cherrone (2001-2004)*
Rosemary Lombardi (2002-2005)
Catherine Loughin (2004-2007)*
Mark House (2006-2009)*
Tomas Infernuso (2007-2010)
Brian Grossbard (2008-2011)*
Shadi Ireifej (2009-present)
Robert Waddell (2010-present)

Research Grants Submitted

1. Dilmanian A, **Marino, DJ**, Dewey CW. Treating intractable generalized epilepsy with neuron sparing carbon minibeam. NASA Space Radiation Laboratory at Brookhaven National Laboratory, Brookhaven NY; New York Medical College, Valhalla, NY; Department of Radiation Oncology State University of New York at Stony Brook, NY. RFA-RM-11-006; NIH Director's Transformative Research Awards (R01), 2011, \$800,000
2. Dilmanian A, **Marino, DJ**, Dewey CW. Dogs with spontaneous malignant glioma treated with interleaved carbon minibeam. NASA Space Radiation Laboratory at Brookhaven National

Book Chapters

1. **Marino DJ**, Spleen in Kirk's Current Veterinary Therapy XIV. ed Bonagura 1998.
2. Dewey CW, **Marino DJ**, Congenital Brain Malformations in Veterinary Surgery: Small Animal. eds Tobias/Johnston 2011
3. **Marino DJ**, Dewey CW, Diagnosis and treatment of craniocervical junction abnormalities in dogs in Kirk's Current Veterinary Therapy XIV. Bonagura 2012
4. **Marino DJ**, Dewey CW, Chiari like Malformation and syringomyelia in dogs in The Chiari Malformation. Oaks 2012

Publications in print

1. **Marino DJ**, Jaggy A. Nocardiosis: A literature review with selected case reports in two dogs. *J Vet Intern Med* 1993; 7:4-11.
2. **Marino DJ**, Macdonald JM, Matthiesen DT, Salmeri KR, Patnaik AK. Results of surgery and long-term follow-up in dogs with ceruminous gland adenocarcinoma. *J Am Anim Hosp Assoc* 1993; 29:560-563.
3. **Marino DJ**, Macdonald JM, Matthiesen DT, Patnaik AK. Results of surgery in cats with ceruminous gland adenocarcinoma. *J Am Anim Hosp Assoc* 1994; 230:54-57
4. **Marino DJ**, Matthiesen DT, Fox PR, Lesser MB, Stamoulis ME. Ventricular arrhythmias in dogs undergoing splenectomy: A prospective study. *Vet Surg* 1994; 23:101-106.
5. **Marino DJ**, Stefanacci J, Matthiesen DT, Morhoff S. Evaluation of dogs with digit masses: 117 cases (1981-1991). *J Am Vet Med Assoc* 1995; 207: 726-728.
6. Culbert LA, **Marino DJ**, Baule RM. Complications associated with high-dose prednisolone sodium succinate therapy in dogs with acute neurologic injury. *J Am Anim Hosp Assoc* 1997; 34: 129-134.
7. Puccio M, **Marino DJ**. Clinical evaluation and long-term follow-up of dogs with coronoidectomy for elbow incongruity. *J Am Anim Hosp Assoc* 2003; 39:473-478.
8. Dewey CW, Coates JR, Ducote JM, Steffanacci JD, Walker MA, **Marino DJ**. External hydrocephalus in two cats. *J Am Anim Hosp Assoc* 2003; 39: 567-572.
9. Dewey CW, Berg JM, Stefanacci JD, Barone G, **Marino DJ**. Caudal occipital malformation syndrome (COMS) in dogs. *Compend on Contin Educ Pract Vet* 26(11): 886-896.
10. Loughin CA, **Marino DJ**, Dewey CW, Gamble DA. Ectopic splenic tissue in the liver of a dog. *Vet Med* Jan 2005; Vol. 100, No. 1.
11. Dewey CW, Berg JM, Barone G, **Marino DJ**, Stefanacci JD. Foramen magnum decompression for the treatment of caudal occipital malformation syndrome in dogs. *J Am Vet Med Assoc* 2005; 227: 1270-1275.
12. Pettigrew R, Stefanacci JD, Loughin CA, **Marino DJ**. What's your diagnosis? *J Am Vet Med Assoc* 2005; 226: 1485-1486.
13. C.A. Loughin, **Marino DJ**. Screening of cavalier King Charles spaniels for Chiari-like malformation, *Br J Neurosurgery* Oct, 2007, issue 21.5; 451
14. **Marino DJ**. Foramen magnum decompression with cranioplasty for the treatment of Chiari-like malformation in dogs, *Br J Neurosurgery* Oct, 2007, issue 21.5; 469
15. Lombardi R, **Marino DJ**. Long term evaluation of dogs perianal fistula disease treated with surgical excision and beef avoidance diet. *JAM Anim Hosp Assoc* 2009; 44:302-307.
16. Dewey CW, Bailey KS, **Marino DJ**, Barone G, Bolognese P, Milhorat TH, Poppe DJ. Foramen magnum decompression with cranioplasty for the treatment of caudal occipital malformation

- syndrome in dogs. *Vet Surg* 2007 Jul;36(5): 406-15
17. Loughin CA, **Marino DJ**. Evaluation of thermographic imaging of the limbs of healthy dogs. *Am J Vet Res* 2007, Oct;68(10): 1064-9
 18. Loughin CA, **Marino DJ**. Delayed Primary Surgical Treatment in a Dog with a Persistent Right Aortic Arch. *JAM Anim Hosp Assoc* 2008; 44:258-261
 19. House, M., **Marino, DJ**, Puccio, M., Stefanacci, JD. The effect of CT elbow positioning on diagnosis of elbow incongruity; *Vet Surg* 2009 Jul;38(2): 154-160
 20. Infernuso, T., Loughin, C., **Marino, DJ**. Thermographic imaging of normal and cranial cruciate ligament-deficient stifles in dogs; *Vet Surg* 2010, 39: 410-417
 21. **Marino, DJ**, Loughin, C. Diagnostic Imaging of the Canine Stifle: A Review *Vet Surg* 2010, 39:3,284-295
 22. **Marino DJ**, Loughin, C, Marino L. Morphometric features of the craniocervical junction region in dogs with suspected Chiari-like malformation based on combined MR and CT imaging: 274 cases (2007-2010) *AJVR* 2012,73:1
 23. Ireifej S, **Marino DJ**, Loughin C, Risk factors and clinical relevance of positive intraoperative bacterial cultures in dogs with total hip replacement *Vet Surg* 2012,41: 63-68
 24. **Marino, DJ**, Ireifej, S., Loughin, C, Micro total hip replacement in dogs and cats. *Vet Surg* 2012, 41: 121-129
 25. Ireifej, S, **Marino, DJ**, Loughin, C, Nano total hip replacement in 12 dogs *Vet Surg* 2012, 41: 130-135
 26. Grossbard B, Loughin C, **Marino D**. Medical infrared imaging (thermography) of type I thoracolumbar disk disease in chondrodystrophic dogs. *Vet Surg* 2011

Publications in press:

1. **Marino, DJ**, Dewey CW Loughin C Severe Hyperthermia After Transethmoidal CUSA-assisted Diencephalic Mass Removal in 4 dogs and 2 cats, Veterinary Society of Surgical Oncology Scientific Meeting, Fort Collins May 2012
2. **Marino, DJ** Initial Experience with Electronic Brachytherapy in Veterinary Medicine: 61 Cases (2009-2010), Veterinary Society of Surgical Oncology Scientific Meeting, Fort Collins May 2012
3. **Marino, DJ**, Loughin C The Sanarus Cassi IITM Freeze Core Biopsy System for Brain Tumor Biopsy: A Prospective Comparison with Surgical Tissue Biopsy Sections, Veterinary Society of Surgical Oncology Scientific Meeting, Fort Collins May 2012
4. **Marino, DJ**, Loughin C The Sanarus Cassi IITM Freeze Core Brain Biopsy Comparison with Surgical Biopsy, American College of Veterinary Internal Medicine Forum, New Orleans June 2012
5. **Marino, DJ**, Dewey CW Loughin C Severe Hyperthermia After Diencephalic Mass Removal, American College of Veterinary Medicine Forum, New Orleans June 2012

Publications submitted

1. **Marino, DJ**, Dewey CW, Loughin C, Severe hyperthermia after transethmoidal CUSA assisted diencephalic mass removal in four dogs and two cats. *Vet Surg*
2. **Marino, DJ**, Loughin C. The Sanarus Cassi IITM freeze core biopsy system for brain tumor biopsy: a prospective comparison with surgical tissue biopsy sections. *Vet Surg*

Abstracts / Proceedings

1. **Marino, DJ** Foramen Magnum Decompression with Cranioplasty for the Treatment of Chiari-like malformations in dogs, International Symposium Syringomyelia proceedings; October 2007

2. Loughin, CA, **Marino, DJ** Screening of Cavalier King Charles Spaniels for Chiari-like Malformation, International Symposium Syringomyelia proceedings; October 2007
3. **Marino, DJ**. Advances in Neuro Imaging: Magnetic Resonance Imaging, Computed Tomography and Thermography, American College of Veterinary Surgeons Symposium proceedings; October 2008
4. **Marino, DJ**. Chiari Like Malformation and Syringomyelia in Dogs, American College of Veterinary Surgeons Symposium proceedings; October 2008
5. **Marino, DJ**. Chiari Like Malformation in Dogs, American College of Veterinary Surgeons Symposium proceedings; October 2009
6. **Marino, DJ**. Syringomyelia in Dogs, American College of Veterinary Surgeons Symposium proceeding; October 2009
7. **Marino, DJ**. Advances in Assessing Chiari-like Malformation, American College of Veterinary Surgeons Symposium proceedings; October 2010
8. **Marino, DJ**. Chiari-like Malformation and Syringomyelia in Dogs: Current Concepts, North American Veterinary Conference proceedings, January 2011
9. **Marino, DJ**. Micro and Nano Total Hip Replacements in Dogs and Cats: Current Concepts, North American Veterinary Conference proceedings, January 2011
10. **Marino, DJ**. Veterinary Thermography (Medical Infrared Imaging), North American Veterinary Conference proceedings, January 2011
11. **Marino, DJ**. Chiari-like Malformation: The Scratching Dog Only a Neurosurgeon Can Help, North American Veterinary Dermatology Forum proceedings, April 2011
12. **Marino, DJ**. Electronic Brachytherapy in Veterinary Medicine, American College of Veterinary Internal Medicine Forum proceedings, June 2011
13. **Marino, DJ**. Morphometric Features of the Craniocervical Junction Region in Dogs with Suspected Chiari-like Malformation: 274 Cases (2007-2010). American College of Veterinary Internal Medicine Forum proceedings, June 2011
14. **Marino, DJ**. Medical Infrared Imaging (Thermography) as a Screening Modality in Dogs with Chiari-like Malformation, American College of Veterinary Internal Medicine Forum proceedings, June 2011
15. **Marino, DJ**. Medical Infrared Imaging (Thermography) in Veterinary Neurology, American College of Veterinary Surgeons Symposium proceedings, October 2011

Invited lectures presented: Regional

1. The Art and Science of Wound Management, American Veterinary School, Queens, NY 1998
2. Surgery of the Stifle Joint, American Veterinary School, Queens, NY 1998
3. Total Hip Arthroplasty in the Canine, American Veterinary School, Queens, NY 1998
4. Principles of External Skeletal Fixation, American Veterinary School, Queens, NY 1998
5. The Art and Science of Wound Management, American Veterinary School, Queens, NY 1999
6. The Art and Science of Wound Management, North Shore Animal League, Port Washington, NY, 1999
7. Surgery of the Stifle Joint, American Veterinary School, Queens, NY 1999
8. Principles of External Skeletal Fixation, American Veterinary School, Queens, NY 1999
9. Total Hip Arthroplasty in the Canine, American Veterinary School, Queens, NY 1999
10. Corticosteroids: What's practical and What's New, New York City Veterinary Medicine Association Brooklyn, NY 1999
11. The Art and Science of Wound Management, American Veterinary School, Queens, NY 2000
12. Principles of External Skeletal Fixation, American Veterinary School, Queens, NY 2000
13. Total Hip Arthroplasty in the Canine, American Veterinary School, Queens, NY 2000
14. Surgery of the Stifle Joint, American Veterinary School Queens, NY 2000

15. Ketamine, Medical Uses and Abuses, Metropolitan Transit Authority, Emergency Service Unit, Long Island Veterinary Specialists, Plainview, NY 2006
16. Hip Dysplasia, Dogs in the Garden hosted by the N.Y. Humane Society, Old Westbury, N.Y., October, 2007
17. Chiari Like Malformation and Syringomyelia in Dogs, Queens Veterinary Society, Forrest Hills, NY November 2008
18. Advances in Neuro Imaging: Magnetic Resonance Imaging, Computed Tomography and Thermography, Queens Veterinary Society, Forest Hills, NY November 2008
19. Reflections on the World Trade Center Canine Response, Police Surgeons Benevolent Association, Syosset NY November 2008
20. Chiari Like Malformation in Dogs, Electronic Brachytherapy, Medical Infrared Imaging in Dogs, New Hyde Park Animal Hospital, New Hyde Park, NY, March 2010

Invited lectures presented: National

1. Ventricular arrhythmias in Dogs With Splenectomy, American College of Veterinary Surgeons Annual Symposium, San Francisco, California 1993
2. Rehabilitation Therapy, Alameda East Veterinary Hospital, Denver, Colorado 2006
3. The Diagnosis and Treatment of Chiari Malformation in Dogs, American Syringomyelia Alliance Project conference Denver, Colorado 2007
4. Screening, Diagnosis, and Treatment of Chiari Like Malformation in Dogs, Annual ACCT Conference, Durham, North Carolina September 2007
5. Chiari Like Malformation and Syringomyelia in Dogs, American College of Veterinary Surgeons Symposium, San Diego, California October 2008
6. Advances in Neuro Imaging: Magnetic Resonance Imaging, Computed Tomography and Thermography, American College of Veterinary Surgeons Symposium, San Diego, California October 2008
7. Chiari Like Malformation and Syringomyelia in Dogs, 102nd Auburn University Annual Conference, Auburn, Alabama April 2009
8. Chiari Like Malformation and Syringomyelia in Dogs, Cavalier King Charles Spaniel National Conference, Charleston, South Carolina May 2009
9. The Diagnosis and Screening of Chiari Malformation in Dogs; American Syringomyelia Alliance Project conference Madison, Wisconsin 2009
10. Medical Infrared Imaging in Dogs with Chiari Like Malformation and Syringomyelia, American College of Clinical Thermology Symposium, Fort Myers, FL, October 2009
11. Syringomyelia in Dogs, American College of Veterinary Surgeons Symposium, Washington DC, October 2009
12. Chiari Like Malformation in Dogs, American College of Veterinary Surgeons Symposium, Washington DC, October 2009
13. Updates on The Canine Chiari Institute at Long Island Veterinary Specialists, Chiari Syringomyelia Think Tank, Philadelphia PA, May 2010
14. Advances in Assessing Chiari-like Malformation, American College of Veterinary Surgeons Symposium, Seattle, October 2010
15. Craniocervical Malformations in Dogs: Beyond Chiari, American College of Veterinary Surgeons Symposium, Seattle, October 2010
16. Chiari Malformations and Syringomyelia in Dogs: Current Concepts, North American Veterinary Conference, Orlando January 2011
17. Micro and Nano Total Hip Replacements in Dogs and Cats: Current Concepts, North American Veterinary Conference, Orlando January 2011
18. Veterinary Thermography (Medical Infrared Imaging), North American Veterinary Conference, Orlando January 2011

19. Chiari-like Malformation: The Scratching Dog Only a Neurosurgeon Can Help, North American Veterinary Dermatology Forum, Galveston April 2011
20. Electronic Brachytherapy in Veterinary Medicine, American College of Veterinary Internal Medicine Forum, Denver June 2011
21. Morphometric Features of the Craniocervical Junction Region in Dogs with Suspected Chiari-like Malformation: 274 Cases (2007-2010). American College of Veterinary Internal Medicine Forum, Denver June 2011
22. Medical Infrared Imaging (Thermography) as a Screening Modality in Dogs with Chiari-like Malformation, American College of Veterinary Internal Medicine Forum, Denver June 2011
23. Craniocervical Junction Abnormalities in Dogs with Suspected Chiari-like Malformation, Veterinary Neurosurgical Society, Portland, August 2011
24. Medical Infrared Imaging (Thermography) in Veterinary Neurology, American College of Veterinary Surgeons Symposium, Chicago October 2011
25. Nano/Micro total hip replacement; Cutting edge panel, American College of Veterinary Surgeons Symposium, Chicago October 2011
26. Severe Hyperthermia After Transethmoidal CUSA-assisted Diencephalic Mass Removal in 4 dogs and 2 cats, Veterinary Society of Surgical Oncology Scientific Meeting, Fort Collins May 2012
27. Initial Experience with Electronic Brachytherapy in Veterinary Medicine: 61 Cases (2009-2010), Veterinary Society of Surgical Oncology Scientific Meeting, Fort Collins May 2012
28. The Sanarus Cassi IITM Freeze Core Biopsy System for Brain Tumor Biopsy: A Prospective Comparison with Surgical Tissue Biopsy Sections, Veterinary Society of Surgical Oncology Scientific Meeting, Fort Collins May 2012
29. Freeze Core Brain Biopsy Comparison with Surgical Biopsy, American College of Veterinary Internal Medicine Forum, New Orleans June 2012
30. Fatal Hyperthermia After Diencephalic Mass Removal, American College of Veterinary Medicine Forum, New Orleans June 2012

Invited lectures presented: International

1. Principles of External Skeletal Fixation, American Veterinary School, Rome, Italy 2002
2. Total Hip Arthroplasty in the Canine, American Veterinary School, Rome, Italy 2002
3. The Art and Science of Wound Management, American Veterinary School, Rome, Italy 2002
4. Surgery of the Stifle Joint, American Veterinary School, Rome, Italy 2002
5. Foramen Magnum decompression and Cranioplasty for the Treatment of Chiari Malformation in Dogs International Conference on Syringomyelia London, England 2006
6. Foramen Magnum Decompression with Cranioplasty for the Treatment of Chiari-like Malformation in Dogs, International Symposium Syringomyelia, Rugby, U.K., October, 2007
7. Screening of Cavalier King Charles Spaniels for Chiari-like Malformation, International Symposium Syringomyelia, Rugby, U.K., October, 2007
8. Syringomyelia, International Symposium Syringomyelia, Rugby, U.K., October, 2007
9. Morphometric Features of the Craniocervical Junction in Dogs with Chiari-Like Malformation, European College of Veterinary Neurology, Veterinary Diagnostic Imaging Advanced Course Bologna July 2010