



Certified:

**U-4-20**

Filed with the Clerk of the  
Nassau County Legislature  
October 30, 2020 12:38pm

**NIFS ID:CQME20000004 Department: Medical Examiner**

**Capital:**

SERVICE: Forensic Anthropology Services

Contract ID #:CQME20000004

NIFS Entry Date: 13-OCT-20

Term: from 01-AUG-20 to 31-JUL-25

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

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

<b>Vendor Info:</b>	
Name: <b>Forensic Anthropology Services, LLC</b>	Vendor ID#: [REDACTED]
Address: 108 Pine Street Garden City, NY 11530	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Carolyn Kelly, Keith Cromwell
Address: 2251 Hempstead Turnpike Building R East Meadow, NY 11554 Phone: 516-572-4600

## Routing Slip

Department	NIFS Entry: X	21-OCT-20 -- KCROMWELL
Department	NIFS Approval: X	21-OCT-20 -- KCROMWELL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-OCT-20 -- IQURESHI
OMB	NIFS Approval: X	21-OCT-20 -- SJACOB
County Atty.	Insurance Verification: X	21-OCT-20 -- AAMATO
County Atty.	Approval to Form: X	21-OCT-20 -- DGRIPPO
CPO	Approval: X	23-OCT-20 -- KOHAGENCE

DCEC	Approval: X	26-OCT-20 -- JCHIARA
Dep. CE	Approval: X	27-OCT-20 -- TFOX
Leg. Affairs	Approval/Review: X	30-OCT-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> This is a five year contract to provide Forensic Anthropology services to the Medical Examiner's Office. This specialty work requires an anthropologist to assist with identification of skeletonized bodies or skeletonized partial remains in the custody of the Medical Examiner's Office. It includes assisting with estimation of time of death and identifying the existence of trauma. It may also require on-site visits for exhumation of old remains.
<b>Method of Procurement:</b> Streamlined competitive proposal. Solicitation advertised in Newsday and placed on Bid Board on 9/3/2020. Proposals were accepted until 9/18/2020. Award made on 9/22/2020 after review by Selection Committee and oversight provided by Inspector General's Office. Over 500 Bidders solicited. One proposal submitted. Award made to sole bidder.
<b>Procurement History:</b> Prior to this contact, there was a requisition order placed in the past. There has never been a contract for this service.
<b>Description of General Provisions:</b> To provide Forensic Anthropology services to the Medical Examiner's Office. This specialty work requires an anthropologist to assist with identification of skeletonized bodies or skeletonized partial remains in the custody of the Medical Examiner's Office. It includes assisting with estimation of time of death and identifying the existence of trauma. It may also require on-site visits for exhumation of old remains. This contract period runs from 8/1/2020 to 7/31/2025.
<b>Impact on Funding / Price Analysis:</b> The maximum amount of this five year contract is \$9,140.00. The initial encumbrance is \$1,620.00
<b>Change in Contract from Prior Procurement:</b> This is a five year contract awarded after a 15 day solicitation period for streamlined competitive proposals. Over 500 bidders solicited. The Forensic Anthropology Association was also notified. One proposal was submitted. Award has been made to sole bidder: Forensic Anthropology Services. In the past, there has not been a contract in place for these services.
<b>Recommendation: (approve as submitted)</b> Approve as Submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		1	MEGEN1200/DE524	\$ 1,620.00
Resp:	1200	Contract:				\$ 0.00
Object:	DE524	County	\$ 1,620.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 1,620.00</b>		<b>TOTAL</b>	<b>\$ 1,620.00</b>
<b>RENEWAL</b>						
%						

Increase				
%				
Decrease				

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY OFFICE OF THE MEDICAL EXAMINER, AND FORENSIC  
ANTHROPOLOGY SERVICES, LLC

WHEREAS, the County has negotiated a personal services agreement  
with Forensic Anthropology Services, LLC to provide forensic anthropology  
services to the Nassau County Office of the Medical Examiner, a copy of  
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the agreement with  
Forensic Anthropology Services, LLC.



## Nassau County Interim Finance Authority

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

**1. Vendor:** Forensic Anthropology Services, LLC

**2. Dollar amount requiring NIFA approval:** \$9140

**Amount to be encumbered:** \$1620

This is a New

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

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

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

**3. Contract Term: 8-1-2020 to 7/31/2025**

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: Needed to examine recovered skeletal remains for existence of trauma and any identifying characteristics.

**4. Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To provide Forensic Anthropology services to the Medical Examiner's Office. This specialty work requires an anthropologist to assist with identification of skeletonized bodies or skeletonized partial remains in the custody of the Medical Examiner's Office. It includes assisting with estimation of time of death and identifying the existence of trauma. It may also require on-site visits for exhumation of old remains.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

22-OCT-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: FORENSIC ANTHROPOLOGY SERVICES, LLC.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID 47-1535185

#: \_\_\_\_\_

**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 9-3-2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in NEWSDAY [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 9-18-2020 [date]. ONE (1) [state #] proposals were received and evaluated. The evaluation committee consisted of: DR. TAMARA BLOOM, CAROLYN KELLY, KEITH CROMWELL, KERRY MINER AND JENNIFER MAISHOF (ALL FROM MEDICAL EXAMINER'S OFFICE) WITH OVERSIGHT BY INSPECTOR GENERAL'S OFFICE. \_\_\_\_\_ (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. PLEASE NOTE THAT THE AWARD WAS MADE TO THE SOLE SUBMISSION AFTER UNANIMOUS VOTE BY THE SELECTION COMMITTEE.



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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

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

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

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

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

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

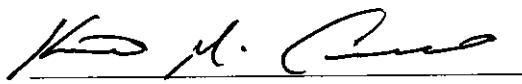
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
Department Head Signature  
10/13/2020  
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: 10/12/2020

1) Proposer's Legal Name: Kristen Hartnett-McCann dba Forensic Anthropology Services, LLC

2) Address of Place of Business: [REDACTED]

Country: US

Address: 99 Meadow St.

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

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

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

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 47-1535185

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

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☐ NO ☒ If yes, please provide details:

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

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

I will continually check for any conflicts of interest.

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

1 File(s) Uploaded: CURRICULUM\_VITAE\_hartnett\_2020.doc

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

YES ☒ NO ☐

Is the proposer an individual?

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

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

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

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

*No officers and directors from this company have been attached.*

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

- B. Indicate number of years in business.

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

N/A

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

Company	Suffolk County Medical Examiner's Office		
Contact Person	Dr. Michael Caplan		
Address	725 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-5555		
Fax #			
E-Mail Address	Michael.Caplan@suffolkcountyny.gov		

Company	Rockland County Medical Examiner's Office		
Contact Person	Dr. Laura Carbone		
Address	50 Sanatorium Road #A		
City	Pomona	State/Province/Territory	NY
Country	US		
Telephone	(845) 364-2826		
Fax #			
E-Mail Address	carbonel@co.rockland.ny.us		

Company	Dutchess County Medical Examiner's Office		
Contact Person	Dr. Kia Newman		
Address	168 Washington St.		
City	Poughkeepsie	State/Province/Territory	NY
Country	US		
Telephone	(845) 486-3414		
Fax #			
E-Mail Address	knewman@dutchess.ny.gov		

I, Kristen Hartnett-McCann , 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, Kristen Hartnett-McCann , 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: Forensic Anthropology Services, LLC

Electronically signed and certified at the date and time indicated by:  
Kristen Hartnett-McCann [DR.KHARTNETT@GMAIL.COM]

Forensic Anthropologist and Owner of FAS, LLC  
Title

10/12/2020 04:25:32 PM  
Date




# Kristen Hartnett-McCann, PhD, D-ABFA

## *CURRICULUM VITAE*

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Forensic Anthropologist  
State of Connecticut  
Office of the Chief Medical Examiner  
11 Shuttle Road  
Farmington, CT 06032

  
E-mail: dr.khartnett@gmail.com

### **Education and Certification**

2013: **Board Certified: Diplomate of the American Board of Forensic Anthropology (D-ABFA #95)**

2007: **Doctor of Philosophy in Physical Anthropology.** Arizona State University.

GPA at PhD level: 4.0

Dissertation: *A Re-evaluation and Revision of Pubic Symphysis and Sternal Rib End Aging Techniques Using a Modern Multiracial Autopsy Sample*

2002: **Master of Arts in Bioarchaeology.** Arizona State University.

Master's Thesis: *Habitual Activity Patterns at the Historic Period Maya Site of Tipu, Belize*

1999: **Bachelor of Arts in Anthropology and Archaeology (double major).** Cornell University.

GPA 3.49

Dean's List (1997-1999)

### **Professional Experience and Training**

#### *Current Employment*

January 2015 – present:

Forensic Anthropologist, Office of the Chief Medical Examiner – State of Connecticut

Specific duties:

- Perform anthropological casework in Connecticut
- Crime scene response – search, recovery, and burial excavation
- Participate in mass fatality training and response
- Assist with training in the laboratory and mentoring visiting researchers and interns
- Provide expert testimony
- Provide lectures and training to OCME employees or outside jurisdictions on these topics as a representative of the OCME

### *Current Consultancies*

July 2014 – present:

Forensic Anthropologist and Owner of Forensic Anthropology Services, LLC  
www.forensicanthropologyservicesllc.com

Specific duties:

- Perform laboratory and scene consultations in Forensic Anthropology
- Mass fatality response
- Provide expert testimony
- Educational and public lectures

July 2014 – present:

Contracted Forensic Anthropologist for the Suffolk County Office of the Medical Examiner  
Office of the Medical Examiner  
North County Complex, Bldg. 487  
725 Veteran's Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099

Specific duties:

- Perform anthropological casework in Suffolk County, NY
- Provide expert testimony
- Crime scene response – search, recovery, and burial excavation

July 2015 – present:

Contracted Forensic Anthropologist for the Dutchess County Medical Examiner  
Dutchess County Medical Examiner  
168 Washington St.  
Poughkeepsie, NY 12601

Specific duties:

- Perform anthropological casework in Dutchess County, NY
- Provide expert testimony
- Crime scene response – search, recovery, and burial excavation

May 2017 – present:

Contracted Forensic Anthropologist for Rockland County Medical Examiner's Office  
Rockland County Medical Examiner  
50 Sanatorium Rd., Bldg. A  
Pomona, NY 10970

Specific duties:

- Perform anthropological casework in Rockland County, NY
- Provide expert testimony
- Crime scene response – search, recovery, and burial excavation

June 2017 – present:

Consulting Forensic Anthropologist for Westchester County Medical Examiner's Office  
Westchester County Medical Examiner  
10 Dana Rd.  
Valhalla, NY 10595

Specific duties:

- Perform anthropological casework in Westchester County
- Provide expert testimony
- Crime scene response – search, recovery, and burial excavation

November 2019 – present:

Consulting Forensic Anthropologist for Nassau County Medical Examiner's Office  
 Nassau County Medical Examiner  
 2251 Hempstead Turnpike  
 East Meadow, NY 11554

Specific duties:

- Perform anthropological casework in Nassau County

### *Previous Employment and Experience*

March 2007 – December 2014:

Forensic Anthropologist, Office of Chief Medical Examiner – New York City  
 520 First Avenue  
 New York, NY 10016

Assistant Director of the Forensic Anthropology Unit (April 2014 – December 2014)

Member of Special Operations Division, OCME's mass disaster preparation and response unit

Specific duties:

- Perform anthropological casework in NYC as well as jurisdictions outside of NYC
- Crime scene response – search, recovery, and burial excavation
- Manage the continuing recovery and identification operations at World Trade Center, which includes excavation and monitoring of the WTC site, sampling remains for DNA testing, linking identified remains, curating the WTC remains, acting as WTC family liaison, and supervising anthropologists assigned to the 9/11 Memorial
- Participate in mass fatality training and response
- Director of the internship program in Forensic Anthropology
- Assist with training in the laboratory and mentoring visiting researchers and interns
- Provide expert testimony
- Provide lectures and training to OCME employees or outside jurisdictions on these topics as a representative of the OCME Forensic Anthropology Unit

2002 - 2007:

Unpaid forensic anthropology internship with Dr. Laura Fulginiti, Forensic Anthropologist for Maricopa County, AZ

June 2005 – December 2006:

Director of Physical Anthropology Studies for Rio Salado Archaeology, LLC, Tempe, AZ  
 (directed field recovery and laboratory analysis of cremations and inhumations)

February 2003 – December 2006:

Osteological consultant for URS Corporation Light Rail Project, Phoenix, AZ

2004:

Cremation analyst for the Los Cremaciones Project, Office of Cultural Resource Management, Department of Anthropology, Arizona State University, Tempe, AZ

Assistant director of cremation excavation for the Los Cremaciones Project, Office of Cultural Resource Management, Department of Anthropology, Arizona State University, Tempe, AZ

Excavation director for the Punta de Cacao Archaeological Project, Belize

2003:

Excavation director for the Punta de Cacao Archaeological Project, Belize

Excavation assistant director for the Visitor Lot Project, ASU Foundation, Office of Cultural Resource Management, Department of Anthropology, Arizona State University, Tempe, AZ

2002:

Teaching Assistant for the Summer Paleoanthropology and Paleoecology Field School at Makapansgat, South Africa

2001:

Full-time field crew (burial and feature excavation) for Pueblo Grande, Soil Systems Inc., Phoenix, AZ

Forensic Anthropologist for forensic search of Angeles National Forest, California, with LA County Coroner and Cal-State LA Anthropology

2000:

Full-time field crew (burial and feature excavation) for North Dorm Project, Office of Cultural Resource Management, Department of Anthropology, Arizona State University, Tempe, AZ  
Part-time laboratory technician for North Dorm Project, Office of Cultural Resource Management, Department of Anthropology, Arizona State University, Tempe, AZ

1998:

Assistant Operations Director for Chan Chich Archaeological Project, Chan Chich, Belize

1997:

Field school student at Chan Chich Archaeological Project, Chan Chich, Belize

### **Disaster Response**

2005: Forensic Anthropologist deployed to Hurricane Katrina Disaster in New Orleans and St. Gabriel, LA (member of DMORT Region 9) from September 11-26, 2005

2001: Forensic Anthropologist deployed to the World Trade Center Disaster in New York City, NY (member of DMORT Region 9) from October 3-15, 2001

### **Teaching Experience (Spring and Fall semesters unless otherwise noted)**

*Adjunct Associate Professor*

2020: ANTH 014S Bones, Bodies and Burials, Hofstra University, Hempstead, NY (Freshman seminar; Spring semester)

2020: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY (Spring semester)

2019: ANTH 014F Bones, Bodies and Burials, Hofstra University, Hempstead, NY (Freshman seminar; Fall semester)

- 2019: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2019: ANTH 188 ST: Human Osteology, Hofstra University, Hempstead, NY (Spring semester)
- 2018: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2018: ANTH 014S Bones, Bodies and Burials, Hofstra University, Hempstead, NY (Freshman seminar)
- 2017: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2017: ANTH 188 ST: Case Studies in Forensic Anthropology, Hofstra University, Hempstead, NY (Spring semester)
- 2016: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2015: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2015: ANT 390 Case Studies in Forensic Anthropology, Adelphi University, Garden City, NY (Spring semester)
- 2014: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2014: ANTH GA 3391 Advanced Forensic Anthropology (for graduate students), New York University, New York, NY (Summer semester)
- 2013: ANTH GA 3391 Advanced Forensic Anthropology (for graduate students), New York University, New York, NY (Summer semester)
- 2013: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY
- 2012: ANTH 143 Introduction to Forensic Anthropology, Hofstra University, Hempstead, NY (2 sections; Fall semester)

*Adjunct Assistant Professor*

- 2012: ANTHP 102 Introduction to Human Evolution, Queens College, Queens, NY (2 sections; Fall semester)
- 2010: ANTHP 101 Introduction to Human Evolution Laboratory, Hunter College, New York, NY (Spring semester)
- 2009: ANTHP 101 Introduction to Human Evolution Laboratory, Hunter College, New York, NY
- 2008: ANTHP 102 Introduction to Human Variation Laboratory, Hunter College, New York, NY
- 2007: ANTHP 101 Introduction to Human Evolution Laboratory, Hunter College, New York, NY
- 2006: ASM 275 Introduction to Forensic Anthropology, Mesa Community College, Mesa, AZ
- 2005: ASM 104 Bones, Stones, and Human Evolution, Mesa Community College, Mesa, AZ
- 2004: ASM 104 Bones, Stones, and Human Evolution, Mesa Community College, Mesa, AZ
- 2003: ASM 104 Bones, Stones, and Human Evolution, Arizona State University, Tempe, AZ.

**Publications and Reports**

- Gill, J. and **Hartnett-McCann KM**. 2020. Alas, Poor Yorick: The Pathology of Skull Fractures. College of American Pathologists (CAP) Forensic Pathology Resource Committee. 2020 FR-A Forensic Pathology Program (SAM Eligible): Case 5 – Skull Fractures. Northfield, IL: CAP;2020.
- Hartnett-McCann KM**, and Kohlmeier RE. 2019. Chapter 2 The Skull in Concrete: A Multidisciplinary Approach to Identification. In: Garvin HM and Langley NR (eds.), Case Studies in Forensic Anthropology: Bonified Skeletons. 1<sup>st</sup> edition. CRC Press.
- Fulginiti LC, **Hartnett-McCann KM**, and DiModica F. 2019. Chapter 10 Sealed for Your Protection: A Triple Homicide Involving the Use of a Corrosive Agent to Obscure Identity. In: Garvin HM and Langley NR (eds.), Case Studies in Forensic Anthropology: Bonified Skeletons. 1<sup>st</sup> edition. CRC Press.

- Fulginiti LC, **Hartnett-McCann KM**, and Galloway A (editors). 2019. Forensic Anthropology and the U.S. Judicial System. Forensic Science in Focus Series, 1<sup>st</sup> Edition. Wiley: Chichester, West Sussex.
- Hartnett-McCann KM**, Fulginiti LC, Galloway A, Taylor K. 2019. Chapter 8 The Peer Review Process: Expectations and Responsibilities. In Fulginiti LC, **Hartnett-McCann KM**, and Galloway A (editors). Forensic Anthropology and the U.S. Judicial System. Forensic Science in Focus Series, 1<sup>st</sup> Edition. Wiley: Chichester, West Sussex.
- Galloway A, Bartelink E, and **Hartnett-McCann KM**. 2019. Chapter 12 Valuing Your Time: Appropriate Calculation of Fees and Expenses as an Expert Witness. In Fulginiti LC, **Hartnett-McCann KM**, and Galloway A (editors). Forensic Anthropology and the U.S. Judicial System. Forensic Science in Focus Series, 1<sup>st</sup> Edition. Wiley: Chichester, West Sussex.
- Blake, K, and **Hartnett-McCann, KM**. 2018. Metric assessment of the pubic bone to determine known and novel data points for sex estimation. *Journal of Forensic Sciences*. 63(5): 1472-1478. DOI: 10.1111/1556-4029.13732
- Hartnett-McCann, KM**, Fulginiti LC, Seidel AC. 2017. Adult Age-at-death Estimation in Unknown Decedents: New Perspectives on an Old Problem. In: Latham, K, Bartelink, E, and Finnegan, M. (eds), *New Perspectives on Forensic Human Skeletal Identification*. Academic Press, London.
- Christensen AM, Passalacqua NV, Schmunk GA, Fudenberg J, **Hartnett KM**, Mitchell RA, et al. 2015. The value and availability of forensic anthropological consultation in medicolegal death investigations. *Forensic Science, Medicine and Pathology* 11(3): 438-441. Published online on 01 July 2015. DOI: 10.1007/s12024-015-9687-3.
- Colard T, Delannoy Y, Naji S, Gosset D, **Hartnett K**, Becart A. 2015. Specific patterns of canine scavenging in indoor settings. *Journal of Forensic Sciences* 60(2):495-500.
- Rainwater, CR, Crowder CC, **Hartnett KM**, Fridie JF, Figura B, Godbold J, Warnasch S, and Adams BJ. 2012. Forensic Anthropology at the New York City Office of Chief Medical Examiner. In: Dirkmaat D, *A Companion to Forensic Anthropology*. Wiley-Blackwell, MA.
- Hartnett KM**, Fulginiti LC, Di Modica F. 2011. The effects of corrosive substances on bone, teeth, hair, nails, and soft tissue. *Journal of Forensic Sciences*. 56(4): 954-959.
- Hartnett KM**. 2010. Analysis of age-at-death estimation using data from a new, modern autopsy sample- Part I: pubic bone. *Journal of Forensic Sciences*. 55(5): 1145-1151.
- Hartnett KM**. 2010. Analysis of age-at-death estimation using data from a new, modern autopsy sample – Part II: sternal end of the fourth rib. *Journal of Forensic Sciences*. 55(5): 1152-1156.
- Hartnett KM**. 2008. Osteological analysis of inhumations and cremations from Las Cremaciones. Rice G, ed. Rio Salado Archaeology, LLC. Technical Report, Tempe, AZ.
- Hartnett KM**. 2006. The 2004 excavations at Punta de Cacao. Punta de Cacao Report of the 2004 Field Season. Robichaux HR and Miller A, eds. University of the Incarnate Word, TX.

**Hartnett KM.** 2005. Excavations out in the Greater Punta de Cacao Community. In *Punta de Cacao Archaeological Project: An Interim Report on the 2004 Field Season*, edited by Hubert R. Robichaux, pp. 12-25, University of the Incarnate Word, San Antonio, Texas.

Czarzasty JL, Rice GE, Pyne L, Peterson K, **Hartnett KM**, Rice B. 2005. A design for a data recovery project at the Cottonwood Ruin Locus of Las Canopas, (AZ T:12:137 [ASM]), NE corner of 32<sup>nd</sup> Street and Southern, Phoenix, AZ. RSA Technical Report No. 05-12, Tempe, AZ.

**Hartnett KM** and Robichaux HR. 2004. Results of excavations in the Plaza A Complex of Punta de Cacao. Punta de Cacao Report of the 2003 Field Season. Robichaux HR and Miller A, eds. University of the Incarnate Word, TX.

Meadows RK and **Hartnett KM.** 2000. Archaeological investigations at Group H: Investigating craft production and domestic architecture at Chan Chich, Belize. The 1998 and 1999 Seasons of the Chan Chich Archaeological Project. Papers of the Chan Chich Archaeological Project, Number 4, Mesoamerican Archaeological Research Laboratory, The University of Texas, Austin, Texas.

### **Conference and Workshop Presentations**

Fulginiti, LC, Martin DG, **Hartnett-McCann KM**, et al. 2020. "All Rise": Successfully Navigating the Judicial System as an Expert Witness. Workshop presented at the American Academy of Forensic Sciences Annual Meeting, Anaheim, CA, February 16-22, 2020.

Clark MS, **Hartnett-McCann KM**, and Gill J. 2020. A Serial Killer and Seven Homicides: Finding the Graves – A Multijurisdictional Investigation. Paper presented at the American Academy of Forensic Sciences Annual Meeting, Anaheim, CA, February 16-22, 2020.

Seidel AC, Stojanowski C, Fulginiti LC, and **Hartnett-McCann KM.** 2019. Topographic Analysis and the Estimation of Age at Death from the Pubic Bone. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Baltimore, MD, February 17-23, 2019.

Bellantoni N, **Hartnett-McCann KM**, et al. 2018. A Possible "Ritual" Killing From Farmington, Connecticut. Paper presented at the 10th Biennial International Conference, "Fields of Conflict," Mashantucket Pequot Museum and Research Center, Mashantucket, CT, 29 September 2018.

Blake K, Gaffney H, and **Hartnett KM.** 2016. Metric Assessment of the Pubic Bone to Determine the Accuracy of Known and Novel Data Points for Sex Estimation. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Las Vegas, NV, February 22-27, 2016.

Seidel AC, Fulginiti LC, and **Hartnett KM.** 2015. Plaque and Projections: Assessing the Utility of Morphological Variants of the Sternal Fourth Rib for the Estimation of Sex and Age-at-Death. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Orlando, FL, February 16-21, 2015.

Chmaj J, **Hartnett KM.** 2015. Feature Analysis of the Pubic Symphysis. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Orlando, FL, February 16-21, 2015.

**Hartnett KM.** Invited podium presentation at the American Association of Physical Anthropologists 2013 Annual Meeting in Knoxville, TN. "Informed consent and building a skeletal sample."

Session 39: Ethical Practice in Biological Anthropology: Continuing the Dialogue (invited symposium). April 9-13, 2013.

Crowder CC, Rainwater CW, **Hartnett KM**, et al. 2012. Roles of the Forensic Anthropologist at the New York City Office of Chief Medical Examiner. Paper presented at the American Academy of Forensic Sciences Annual Meeting, Atlanta, GA, February 20-26, 2012.

Warnasch S, Crowder CC, and **Hartnett KM**. 2011. Archaeological Methodology Used at the World Trade Center Site. Paper presented at the American Academy of Forensic Sciences Annual Meeting, Chicago, IL, February 21-26, 2011.

Fulginiti LC, DiModica F, and **Hartnett KM**. 2009. Sealed for Your Protection, Part II: The effects of corrosive substances on human bone and tissue. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Denver, CO, February 16-21, 2009.

Fulginiti LC, **Hartnett KM**, DiModica F, and Karluk D. 2008. Sealed for Your Protection, Part 1: The effects of an unknown corrosive agent on human bone. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Washington, D.C., February 18-23, 2008.

**Hartnett KM**. 2007. A Re-evaluation and revision of pubic symphysis and sternal rib end aging techniques using a modern multiracial autopsy sample. Paper presented at the American Academy of Forensic Sciences Annual Meeting, San Antonio, TX, February 19-24, 2007.

Fulginiti LC and **Hartnett KM**. 2007. The changing role of forensic anthropology in the Medical Examiner/Coroner Setting. Paper presented at the American Academy of Forensic Sciences Annual Meeting, San Antonio, TX, February 19-24, 2007.

Fulginiti LC and **Hartnett KM**. 2006. Of butterflies and spirals: interpreting direction of force in motor vehicle vs. pedestrian accidents. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Seattle, WA.

Fulginiti LC, **Hartnett KM**, and Keen PE. 2005. A tale of two bodies: separating commingled skeletons with similar biological profiles. Poster presented at the American Academy of Forensic Sciences Annual Meeting, New Orleans, LA.

Fulginiti LC and **Hartnett KM**. 2004. Multiple modality homicide: two ladies and their final stories in bone. Presentation at the Mountain, Desert, and Coastal Forensic Anthropology Meetings at Lake Mead, NV.

**Hartnett KM** and Fulginiti LC. 2004. Osseous traumata caused by a fall from a height: a case study. Poster presented at the American Academy of Forensic Sciences Annual Meeting, Dallas, TX.

**Hartnett KM**. 2003. Frequency of anterior cervical imprints in the Tipu Maya. Poster presented at the American Association of Physical Anthropologists Annual Mtg., Tempe, AZ.

**Hartnett KM**. 2002. An investigation of habitual activity patterns at the Historic Period Maya site of Tipu, Belize, Using Musculoskeletal Stress Markers (MSM). Poster presented at the American Association of Physical Anthropologists Annual Mtg., Buffalo, NY.



**Hartnett KM** and To D. 2002. Modern oral piercings: the application of their dental wear patterns to Forensic Anthropology. Poster presented at the American Academy of Forensic Sciences Annual Mtg., Atlanta, GA.

**Hartnett KM** and Hawkey DE. 2001. Activity markers and role of the elderly in Early Nubia. Paper presented at the Society for American Archaeology Annual Mtg., New Orleans, LA.

### **Professional Organizations**

- American Academy of Forensic Sciences (Fellow)
- American Board of Forensic Anthropology (Diplomate)
- Society of Forensic Anthropologists (Member)
- AZ Surge Morgue (Member, June 2015-present)
- Region 9 Disaster Mortuary Operational Response Team (DMORT), part of the Department of Homeland Security (Member, 2000 – 2010)
- American Association of Physical Anthropologists (Member 2000-2013)
- Kenyon International mass disaster response team (Member, 2004 - 2013)

### **Service – Professional Activities**

2020-2021: AAFS Anthropology Section Chair

2019-2020: AAFS Anthropology Section Secretary

2017 – present: Elected board member of the American Board of Forensic Anthropology (ABFA)

2017 – 2019: AAFS Program Poster Session co-chair

2017 – 2020: Judge for the J. Lawrence Angel Student Paper Award at the AAFS Annual Meeting

2017 – 2019: AAFS Anthropology Section Program chair

2016 – present: Co-Vice Chair and member of AAFS Academy Standards Board (ASB) Anthropology Consensus Body

2016 – 2017: Diplomate-at-large on American Board of Forensic Anthropological Examination Grading Committee

2015 – 2017: Adjunct representative to the Department Personnel Committee, Hofstra University

2014 – present (except for 2018): Reviewer for National Institute of Justice R & D grants

2014 – present: Appointed member of the Crime Scene/Death Investigation Scientific Area Committee (SAC) Anthropology Subcommittee within the Organization of Scientific Area Committees (OSAC) with the National Institute of Standards and Technology (NIST)

2014 – present: Judge for Emerging Forensic Scientist Award at the AAFS Annual Meeting

2014 – 2017: Diplomate-at-large on American Board of Forensic Anthropology Ethics Committee

2013 – 2019: Forensic Anthropology Consultant for the television shows “Bones,” “CSI,” and “Rosewood” through Entertainment Research Consultants, Hollywood, CA

2013 – 2017: Board Member, Society of Forensic Anthropologists (SOFA)

2009 – present: Manuscript reviewer for the Journal of Forensic Sciences

### **Theses and Research Directed**

#### *MA Theses*

- Molly Miranker – *A Test of the Performance of the Three Age Indicators of the Adult Human Pelvis and the Influence of Occupation*, Department of Anthropology, New York University, December 2014

- Julia Chmaj – *Feature Analysis of the Pubic Symphysis*, Department of Anthropology, New York University, July 2013
- Sophia Mavroudas – *Comparison of Gross Age Indicators and Histological Age Indicators for Estimating Adult Age at Death*. Department of Anthropology, New York University, Fall 2011

### **Scholarly Interests**

- Age and sex estimation from the adult skeleton
- Forensic taphonomy
- Interpretation of blunt force and sharp force trauma
- Mesoamerican bioarchaeology

### **Grants and Scholarships**

- 2016: Society of Forensic Anthropologists (SOFA) Atlas Grant. Awarded \$500.00 for equipment purchase.
- 2015: Society of Forensic Anthropologists (SOFA) Atlas Grant. Awarded \$750.00 for research on sex estimation from the pubic bone.
- 2007: Division of Graduate Studies Completion Fellowship. Awarded for Spring 2007 semester. Consisted of a stipend while finishing dissertation.
- 2006: Dean's Dissertation Writing Fellowship. Awarded for Fall 2006 semester. Consisted of a stipend, tuition, and health insurance while writing dissertation.
- 2005: Wenner-Gren Foundation Dissertation Fieldwork Grant, #7284. Awarded \$23,706 for dissertation research.
- 2005: Donald H. Morris Award for Outstanding Doctoral Student in Physical Anthropology at Arizona State University.
- 2004: Dean's Advanced Scholarship, Arizona State University. Awarded for academic years 2004 – 2006. Consists of a two-year teaching assistantship, tuition, and health insurance.
- 2004: Ellis R. Kerley Forensic Sciences Foundation Scholarship. Awarded \$2500.
- 2004: Graduate and Professional Student Association Research Grant, Division of Graduate Studies, Arizona State University. Awarded \$1980.67 for dissertation research supplies.
- 2004: Forensic Sciences Foundation Acorn Grant. Awarded \$500.00 for dissertation research.
- 2004: Arizona State University Department of Anthropology Research and Development Travel Grant. Awarded \$250.00 for attending American Academy of Forensic Sciences Annual Meeting, New Orleans, LA.
- 2003: Research and Development Grant, Department of Anthropology, Arizona State University. Awarded \$500 for dissertation improvement.

### **Invited Guest Lectures**

- Oceanside Library Science Café, Oceanside, NY, on Forensic Anthropology (February 2020)
- Preparation, Excavation, and Recovery of Remains and Evidence Training for Connecticut State Police Troop C, on Forensic Anthropology (November 2019)
- Wine and Crime Fundraiser, Riverhead, NY, on Women in Forensic Science (July 2019)
- CRIMECONN, Stamford, CT, on Forensic Anthropology (June 2018)
- Rockland County, NY, Detectives Training on Forensic Anthropology (June 2018)
- Suffolk County Office of the Medical Examiner "CSI for Realists" short course, on Forensic Anthropology at the Scene and in the Laboratory (September 2017)
- Calhoun School in NYC, on Forensic Anthropology (April 2017)

- Iris Wolfson High School in Greenvale, NY, on Forensic Anthropology (December 2016)
- Redding Middle School in Redding, CT, on Forensic Anthropology (February 2016)
- Long Island chapter of the AIA at Hofstra University, on World Trade Center (December 2015)
- Quinnipiac University in Hamden, CT, on Forensic Anthropology Interesting Cases (April 2015)
- Boston University Department of Anthropology and Biomedical Sciences in Boston, MA, on Adult Age Estimation from the Skeleton (April 2015)
- Keynote Speaker at the Boston University School of Medicine Forensic Science Symposium, “Advances in Forensic Science” in Boston, MA, on Recent Investigations at the World Trade Center
- Brooklyn Frontiers High School in Brooklyn, NY, on Forensic Anthropology and Forensic Science Careers (February 2014)
- PS/MS 278 Career Day in New York, NY, on Forensic Anthropology (February 2013 and 2014)
- New York University Dental School on Forensic Anthropology (January 2009, 2010, 2011, 2013, 2014)
- Bryn Mawr, Introduction to Forensic Anthropology course on WTC (December 2013)
- Instructor at the 26<sup>th</sup> Annual Forensic Anthropology Course sponsored by the Armed Forces Medical Examiner System in Baltimore, MD (June 2013)
- Hofstra University Anthropology Club, Hempstead, NY, on Forensic Anthropology (April 2013)
- Elizabeth Blackwell Middle School in Queens, NY, on Forensic Anthropology (January 2012)
- New York City Department of Park Rangers on Forensic Anthropology and field methods (October 2011)
- City University of New York, Hunter College, Graduate Anthropology Association at the Women in Archaeology Conference in New York, NY, on Forensic Anthropology at the World Trade Center (February 2011)
- Legacy High School, New York, NY, on Forensic Anthropology (April 2009 and April 2010)
- SUNY Binghamton Department of Anthropology on Forensic Anthropology (September 2009)
- Bronx High School of Science, Bronx, NY, on Forensic Anthropology (December 2007)
- University of North Carolina, Charlotte, Introduction to Forensic Anthropology course, on Forensic Anthropology (November 2007)
- University of North Carolina, Charlotte, on recent forensic investigations at the World Trade Center (November 2007)
- ASM 275 Forensic Anthropology course at Mesa Community College on DMORT deployment for Hurricane Katrina (October 2006)
- ASM 275 Forensic Anthropology course at Mesa Community College on DMORT deployment for Hurricane Katrina (October 2006)
- Mesa Community College Brown Bag Colloquium, on DMORT deployment for Hurricane Katrina (October 2005)
- ASM 104 Bones, Stones, and Human Evolution, on Forensic Anthropology and DMORT (August 5, 2004)
- Forensic Anthropology class, ASU, on DMORT and skeletal trauma (March 24, 2004)
- Kwajalein Middle School, Republic of the Marshall Islands, on Anthropology and Archaeology (January 2004)
- Urban Teacher Corps., Arizona State University, Central Campus, on Anthropology, Science, and DMORT (October 2003)
- ASU Anthropology Brown Bag Colloquium, on DMORT deployment to the World Trade Center disaster (October 2001)
- Marlboro Middle School, Marlboro, MA, on Mesoamerican Archaeology and Forensic Anthropology (December 1997, 1999, 2001)

- Anthropology 101 class, Mesa Community College, on Forensic Anthropology (March 2001)

## **References**

Dr. Laura Fulginiti, D-ABFA  
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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:  
Kristen Hartnett-McCann [DR.KHARTNETT@GMAIL.COM]

Dated: 10/12/2020 04:18:48 PM

Vendor: Kristen Hartnett-McCann dba Forensic  
Anthropology Services, LLC

Title: Forensic Anthropologist

## 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: Kristen Hartnett-McCann  
Date of birth: [REDACTED]  
[REDACTED]  
Country: US
- Business Address: [REDACTED]  
[REDACTED]  
Country: US  
Telephone: [REDACTED]
- Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>08/01/2014</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Yes I am the sole proprietor of Forensic Anthropology Services, LLC

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

I have a year by year contract with Suffolk County, Dutchess County, and Rockland County.

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, Kristen Hartnett-McCann , 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, Kristen Hartnett-McCann , 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.

Forensic Anthropology Services, LLC

Name of submitting business

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

Kristen Hartnett-McCann [DR.KHARTNETT@GMAIL.COM]

Forensic Anthropologist and Owner

Title

06/30/2020 03:11:14 PM

Date

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

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):

\_\_\_\_\_

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

---

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

---

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

---

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

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

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

Kristen Hartnett-McCann [DR.KHARTNETT@GMAIL.COM]

Dated: 10/12/2020 04:27:04 PM

Title: Forensic Anthropologist and Owner of FAS, LLC

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of therein, having its principal office at 2251 Hempstead Turnpike, East Meadow, NY 11554 (the "Department") and (ii) Forensic Anthropology Services, LLC, of which Dr. Kristen Hartnett-McCann is the sole proprietor, having her principal office at [REDACTED] (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on August 1, 2020 and terminate on July 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of providing forensic anthropology services to the Department (the "Services"), which Services shall include, but are not limited to: examination of skeletonized bodies or skeletonized partial remains in the Medical Examiner environment to assist with estimation of time of death and to identify the existence of any trauma; and site visits for exhumation of old remains.

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 the sum of Nine Thousand One Hundred Forty Dollars (\$9,140.00) for the Five Year Term payable during each Agreement Year (each period during the term of this Agreement commencing August 1 to July 31, an "Agreement Year") as follows:

- (i) **Agreement Year One (the period August 1, 2020 to July 31, 2021, "Agreement Year One")**: The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services in Agreement Year One shall not exceed the sum of One Thousand Six Hundred Twenty Dollars (\$1,620.00), payable at a rate of ninety dollars (\$90.00) per hour.
- (ii) **Agreement Year Two (the period August 1, 2021 to July 31, 2022, "Agreement Year Two")**: The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services in Agreement Year Two shall not exceed the sum of One Thousand Six Hundred Twenty Dollars (\$1,620.00), payable at a rate of ninety dollars



(\$90.00) per hour.

- (iii) **Agreement Year Three (the period August 1, 2022 to July 31, 2023, "Agreement Year Three")**: The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services in Agreement Year Three shall not exceed the sum of One Thousand Nine Hundred Dollars (\$1,900.00), payable at a rate of ninety-two dollars fifty cents (\$92.50) per hour.
- (iv) **Agreement Year Four (the period August 1, 2023 to July 31, 2024, "Agreement Year Four")**: The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services in Agreement Year Four shall not exceed the sum of One Thousand Nine Hundred Dollars (\$1,900.00), payable at a rate of ninety-two dollars fifty cents (\$92.50) per hour.
- (v) **Agreement Year Five (the period August 1, 2024 to July 31, 2025, "Agreement Year Five")**: The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services in Agreement Year Five shall not exceed the sum of Two Thousand One Hundred Dollars (\$2,100.00), payable at a rate of ninety-five dollars (\$95.00) per hour.

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

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

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

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

(f) Partial Encumbrance. The Contractor acknowledges that the Department will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The



Contractor further acknowledges that the first encumbrance shall be One Thousand Six Hundred Twenty Dollars (\$1,620.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed with any Services that would lead the Department to incur expenses beyond the initially encumbered funds.

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of



performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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.

(f) 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 acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements 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.



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.

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

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

9. Insurance. (a) Types and Amounts. The parties to this Agreement acknowledge and agree that commercial general liability and professional liability insurance are recommended, but not required under this Agreement. The Contractor further acknowledges and agrees that regardless of whether it obtains or does not obtain commercial general liability and/or professional liability insurance, the Contractor shall hold harmless and indemnify the Indemnified Parties as provided in Section 8 of this Agreement. If the Contractor obtains one or more policies for commercial general liability insurance, such policy(ies) shall name "Nassau County" as an additional insured. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense, 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; provided, however, in the event the Contractor is not required to carry Workers' Compensation Insurance under the New York State Workers' Compensation Law, the Contractor may instead provide the County proof of exemption. Notwithstanding the foregoing, the County reserves the right, at any



time during the term of this Agreement, to require the Contractor to obtain any such insurance as it determines is necessary to protect the Indemnified Parties.

(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 required insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. 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 given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties



expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

19. 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, third party approvals and other governmental approvals have been obtained, including, if required,

approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

KRISTEN HARTNETT-MCCANN, PHD, D-ABFA  
For FORENSIC ANTHROPOLOGY SERVICES, LLC.

By: Kristen Hartnett-McCann

Name: Kristen Hartnett-McCann

Title: Forensic Anthropologist

Date: 10/20/20

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

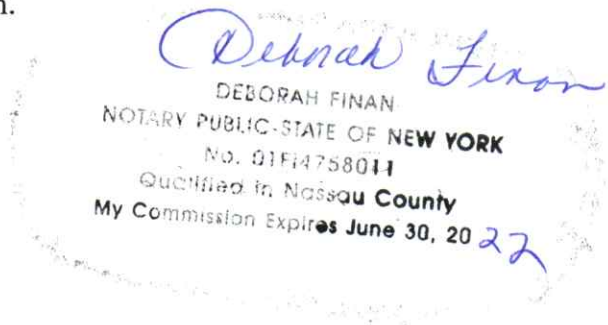
PLEASE EXECUTE IN BLUE INK



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

On the 20<sup>th</sup> day of October in the year 2020 before me personally came Kristen Hartnett-McCann 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 Forensic Anthropologist of MEDICAL EXAMINER, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Kristen Hartnett-McCann (Name)

108 Pine St. Garden City, NY 11530 (Address)

917-392-1476 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder 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:

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5. Proposer/Bidder 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.

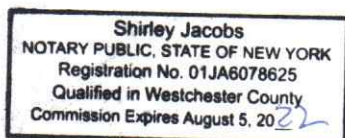
  
Dated 9/11/20  
Signature of Chief Executive Officer

Kristin Hartnett-McCann  
Name of Chief Executive Officer

Sworn to before me this

11 day of Sept, 2020

  
Notary Public









## Forensic Anthropology Services, LLC

October 19, 2020

Ms. Carolyn Kelly  
Deputy Medical Examiner for Laboratories  
Nassau County Office of the Medical Examiner  
2251 Hempstead Turnpike  
Building R  
East Meadow, NY 11554

Dear Ms. Kelly,

I am the sole proprietor of Forensic Anthropology Services, LLC. I have no employees and I am exempt from carrying Workers' Compensation Insurance under the New York State Workers' Compensation Law. Please let me know if you have any further questions or concerns. Thank you.

Sincerely,

Kristen Hartnett-McCann, PhD, D-ABFA

Forensic Anthropology Services, LLC  
108 Pine St.  
Garden City, NY 11530

Phone: 917.392.1476  
Email: [dr.khartnett@gmail.com](mailto:dr.khartnett@gmail.com)  
[www.forensicanthropologyservicesllc.com](http://www.forensicanthropologyservicesllc.com)



**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of  
(Legal Entity Name and Address):**

Kristen M Hartnett-McCann  
DBA: Forensic Anthropology Services  
108 Pine St  
Garden City, NY 11530-6619  
PHONE: 917-392-1476 FEIN: XXXXX5185

**Business Applying For:  
Contract with Government Agency**

From: Nassau County Medical Examiner

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Kristen M. Hartnett-McCann, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN  
HERE**

Signature: 

Date: 10/17/20

Exemption Certificate Number

**2020-057680**

Received

**October 17, 2020**

**NYS Workers' Compensation Board**

**OFFICE OF THE MEDICAL EXAMINER  
COUNTY OF NASSAU**

Tamara Bloom, M.D.  
Chief Medical Examiner

2251 Hempstead Turnpike  
Building R  
East Meadow, N.Y. 11554  
(516) 572-6400



To: Robert Cleary  
From: Keith Cromwell  
Date: October 15, 2020  
Subject: Delay Memo (Contract ID: CQME20000004—Dr. Hartnett-McCann)

Please be advised that there was a delay in preparing this contract as our department engaged in a new process to procure these services. Previously, this type of contract had been entered into with the vendor as a sole source provider of services. However, this year we engaged in streamlined RFP process and had to allow the necessary time to advertise the solicitation and convene a Selection Committee with oversight from the Inspector General's Office. Please let me know if you require any further information or details.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Cromwell", is written over a horizontal line.

Keith M. Cromwell  
Deputy M.E. for Administration