



Certified: --

E-15-24

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JANUARY 29, 2024 2:35PM

NIFS ID: CQHS24000026

Capital:

Contract ID #: CQHS24000026

NIFS Entry Date: 01/09/2024

Department: Human Services

Service: Advertising

Term: from 01/01/2024 to 12/31/2026

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	No
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Ed Moore Advertising	ID#: 112396029
Main Address: 10 Village drive west dix hills, NY 11746	
Main Contact: Joseph kenny	
Main Phone: (631) 667-5525	

Department:
Contact Name: Donnie Eng
Address: 60 Charles Lindbergh Blvd Uniondale, NY 115536
Phone: (516) 227-7027
Email: donnie.eng@hhsnassaucountyny.us

Contract Summary

Purpose: To enter into an agreement with Ed Moore Advertising Agency to provide a promotional media plan for purchasing multiple forms of media to promote a substance use prevention messaging campaign in the County, promote public awareness and an increased understanding of the message in the campaign.
Procurement History: A Request for Proposal "RFP" was issued on September 28, 2023 for the provision of a Media Broker for a Prevention Messaging Campaign. Proposals for the RFP were due on 10/24/23 and a vendor was selected from 5 proposers that were evaluated.
Description of General Provisions: The term of the agreement is for 3 years with an option to renew for one (1) two (2) year period for the purpose of assisting with the development and implementation of a promotional and event marketing plan for the County.
Impact on Funding / Price Analysis: 100% County funded. 3 Year term at \$600,000 per year for a total of \$1,800,000.
Change in Contract from Prior Procurement: No prior contract.

Method of Source Selection:

- ☒ Request For Proposals awarded to proposer offering best value

RFP #: HS0928-2367

Advertised On: 09/28/2023

Advertised In: Newsday

Proposals Due On: 10/24/2023

Number of proposals received: 5

Evaluation Committee members: Irina Gelman, Alyssa Lark, Anissa Moore, Jill Nevin, Omayra Perez, Barry Wilansky
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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

- ☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]
- ☒ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
OLS	50	5000	DE	HSOLS5000	DE500	HSOLS5000 DE500	01	\$600,000.00
						TOTAL	\$600,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$600,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$600,000.00

Routing Slip

Department			
NIFS Entry	Donnie Eng	01/18/2024 10:00AM	Approved
NIFS Final Approval	Seema Zaki	01/18/2024 12:53PM	Approved
Final Approval	Seema Zaki	01/18/2024 12:53PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	01/18/2024 01:42PM	Approved
RE & Insurance Verification	Andrew Amato	01/18/2024 01:25PM	Approved
NIFS Approval	Mary Nori	01/22/2024 03:08PM	Approved
Final Approval	Mary Nori	01/22/2024 03:08PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/19/2024 09:10AM	Approved
NIFA Approval	Irfan Qureshi	01/22/2024 09:39AM	Approved
Final Approval	Irfan Qureshi	01/22/2024 09:39AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	01/22/2024 04:56PM	Approved
DCE Compliance Approval	Robert Cleary	01/22/2024 04:56PM	Approved
Vertical DCE Approval	Anissa Moore	01/23/2024 09:49AM	Approved
Final Approval	Anissa Moore	01/23/2024 09:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	01/29/2024 02:24PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES AND ED MOORE ADVERTISING AGENCY, INC.

WHEREAS, the County has negotiated a personal services agreement with Ed Moore Advertising Agency, Inc., to provide the County with plan development and advertising services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Ed Moore Advertising Agency, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-3687 (the "Department"), and (ii), **Ed Moore Advertising Agency, Inc.**, having a principal office at **10 Village Drive West, Dix Hills, NY 11746** (the "Contractor").

W I T N E S S E T H:

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

WHEREAS, in order to procure said services, the Department issued Request for Proposals("RFP") #HS0928-2367 issued September 28, 2023; and

WHEREAS, the RFP provided for an Agreement term of three (3) years with the possibility of renewing for two (2) years; and

WHEREAS, the Contractor was selected based upon its proposal, including consideration of its experience and expertise; and

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

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

1. Term. The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2026 unless sooner terminated as provided for herein. The County may, in its sole discretion, renew the term of this agreement, on the same terms and conditions for one (1) two (2) year period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of assisting in the development and implementation of a promotional and event marketing plan for the Department and providing advertising, including, but not limited to print, radio and internet advertising as described in the Appendix A. Contractor acknowledges that all monies paid under the terms of this contract are only used for advertising and that the Department must approve the placement of all advertising.

3. Payment.

(a) Amount of Consideration. Contractor receives a 15% commission on the cost of advertisements placed. The amount to be paid to the Contractor as full consideration for the services under this Agreement shall be Six Hundred Thousand Dollars (\$600,000.00) per year, for a total maximum amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00). This amount is inclusive of any and all expenses, including travel.

(i) Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows; initial encumbrance shall be for **Six Hundred Thousand Dollars (\$600,000.00)**.

(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.

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall

comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement 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) Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all in accordance with the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.13 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgement 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 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. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

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

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or

part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

termination of federal or state funding for the services to be provided under this Agreement.

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

Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least 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. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Five Hundred Thirty-Three** dollars (**\$533.00**) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, 128-2006 and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

[The Remainder of this Page Is Intentionally Left Blank]

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

Ed Moore Advertising Agency, Inc.

By: Christine Kenny
Name: Christine Kenny
Title: President
Date: 1/16/24

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Suffolk ss.:
COUNTY OF NASSAU)

On the 16 day of January in the year 2024 before me personally came Christine Kenny to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Ed Moore Advertising, 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.

Barbara M Napoli
NOTARY PUBLIC

BARBARA M NAPOLI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NA6303971
Qualified in SUFFOLK County
Commission Expires MAY 19, 2026

STATE OF NEW YORK)

) ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **Ed Moore Advertising Agency, Inc.** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with

written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in

which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

- a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter “HITECH”) Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter “HHS”) to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor’s discovery of the breach, and
- c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.
- d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County’s obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

[The Remainder of this Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

Ed Moore Advertising Agency, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

By: Christine Kenny
Print Name: Christine Kenny
Title: President
Date: 1/16/24

APPENDIX A – PROGRAM NARRATIVE 2024

Ed Moore Advertising will work directly with Nassau County Department of Human Services and Nassau County Marketing Team to develop and implement a substance use and mental health messaging campaign targeting County residents across all age groups.

The campaign will be designed to educate County residents about drug abuse prevention and treatment and mental health challenges, and seek to address stigma, shame and other barriers that impact families with behavioral health concerns in need of support and treatment.

A science informed and historically accurate campaign will be designed to overcome these barriers and also identify the range of appropriate support resources available to all members of a family. All messaging and campaign strategies will create content targeting parents, school age children, persons with substance use disorder and the people that surround them as well as the general population.

Ed Moore Advertising will also provide the development and implementation of a comprehensive strategy for purchasing multiple forms of media advertising, including but not limited to print, radio, television, and internet advertising. Messages will be carefully selected and placed strategically on different platforms reflecting the cultural diversity of Nassau County communities.

Ed Moore Advertising will continuously monitor the effectiveness of the program using the key metric of impressions, with a target of reaching 90% of the Nassau population at least twice a month. This metric translates to 2,5000,000 impressions monthly and 30 million impressions annually.

Concurrently, website analytics including unique visits, page views, and time spent on landing pages are monitored to assess the success of driving traffic and capturing IP addresses.

Social media metrics, such as shares and click-through rates, will contribute to evaluating the campaign's reach and engagement.

Annual Budget \$600,000

TV \$170,000

- Altice/FIOS News12 & others Shows in Nassau County
- Youtube Streaming TV
- Hulu Streaming TV
- Streaming TV & Pre Roll Video

LI Radio \$101,000

- WBAB 102.3
- WBLI 106.1
- WKJY 98.3
- Shark 94.3
- Pandora/Spotify/Audio Go

Tri-State Radio \$60,000

- WQHT Hot 97
- WSKQ La Mega
- WHTZ Z100
- WAXQ Q104.3

Print Advertising \$64,000

- Newsday
- Newsday.com & App
- Daily News & NY Post Apps (Nassau County Only)
- Local Paper

Outdoor Media \$75,000

- LIRR Station Signage
- Bus Panels
- Train Trestle Signage
- Outdoor Posters & Billboards

Digital Marketing \$45,000

- Digital Display ads various websites
- Google ad word

Social Media \$60,000

- Facebook & IG
- Twitter
- Snapchat
- Tik Tok

Creative Services \$25,000

- TV Filming & Editing
- Voice Overs for Radio & TV
- Print Designs and Edits
- Copy Writing

Appendix A

Example of Annual Media Plan

Includes Summary Page & Detailed Schedule

(Exact Budget is TBD)

(14 Pages Total)

Appendix A

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Nassau County Substance Abuse Campaign Example Media Plan

	<u>Description</u>	<u>Budget</u>	<u>Notes</u>	<u>Summary</u>
TV	Altice/FIOS ALL Nassau County News12 & Others	\$80,000	40 weeks per year	
	Youtube Streaming TV	\$15,000	Annual Running every week	
	HULU Streaming TV	\$10,000	Annual Running every week	
	Streaming TV & Pre Roll (Nassau zip codes)	\$30,000	Annual Running every week	\$135,000
Long Island Radio	WBAB 102.3 (Cox)	\$20,000	20 weeks @ \$1000	
	WBLI 106.1 (Cox)	\$20,000	20 weeks @ \$1000	
	WKLY 98.3 (Connoisseur)	\$15,000	20 weeks @ \$750	
	WWSK Shark 94.3 (Connoisseur)	\$15,000	20 weeks @ \$750	
	Pandora / Spotify /AudioGo Streaming Radio	\$21,000	50 weeks @ \$420	\$91,000
Tri State Radio	WQHT (Hot 97) Urban	\$9,000	5 weeks @ \$1800	
	WSKQ 97.9 (SBS) Hispanic	\$0	TBD 5 weeks @ \$3015	
	WHTZ (Z100)	\$0	TBD	
	WAXQ 104.3 (Iheart)	\$0	TBD Rates Provided	\$9,000
Print Advertising	Newsday (Nassau County)	\$11,112	8 : 1/2 Page Nassau	
	Local Papers	\$0	TBD List Provided	
	Newsday.com Banner Ads (Nassau Only)	\$20,000	Weekly Banner ads	\$31,112
Outdoor	LIRR Station Poster (Outfront)	\$31,000	40: 3 Sheet posters for 2 months	
	Nassau Bus Panels	\$25,480	20 Panels for 3 Months	
	Train Trestles (Outfront)	\$0	Listed Options Incase Interested	
	Outdoor Billboard (Lamar & Sunrise Outdoor)	\$0	TBD Will Provide List	\$56,480
Digital Marketing	Digital Media Display Ads	\$20,000	Aprox \$1666 per Month	
	Google Ad Words	\$20,000	Aprox \$1666 per Month	\$40,000
Social Media	Facebook & Instagram	\$15,000	Annual	
	Twitter	\$5,000	Annual	
	Snapchat	\$5,000	Annual	
	Tik Tok	\$12,000	Annual	\$37,000
TOTAL		\$ 399,592		\$ 399,592

Appendix A

Page 2

TV SCHEDULE (weekly)

30 Second TV Spots

Nassau County 4 Zones (FIOS & Altice)

	Length	Days	Time	Notes	Weekly Spots	Rate	Cost
News12 Nassau Altice Only	30 Sec	Mon-Fri	6am-1130pm	All Day Rotators	8	\$50	\$400
News12 Nassau Altice Only	30 Sec	Sat/Sun	8am-11pm	Weekend News	2	\$30	\$60
News12 Nassau Altice Only	30 Sec	Mon-Sun	mid-130am	Overnights	5	\$0	\$0
BET	30 Sec	Mon-Sun	9am-5pm	Daytime		\$12	\$0
BET	30 Sec	Mon-Sun	7pm-11pm	Primetime	3	\$24	\$72
Bravo	30 Sec	Sat/Sun	9am-11pm	Weekends		\$31	\$0
Bravo	30 Sec	Mon-Thu, Sun	7pm-11pm	Housewives / Below Deck	3	\$63	\$189
Comedy	30 Sec	Sat/Sun	9am-mid	Weekends	4	\$12	\$48
Comedy	30 Sec	Mon-Sun	7pm-11pm	Primetime	4	\$24	\$96
CNBC	30 Sec	Mon-Fri	7am-11pm	News All Day Rotator		\$18	\$0
CNBC	30 Sec	Mon-Thu	7pm-11pm	Primetime News	4	\$35	\$140
CNN	30 Sec	Mon-Fri	7am-11pm	News All Day Rotator	4	\$31	\$124
CNN	30 Sec	Mon-Fri	7pm-11pm	Primetime News		\$63	\$0
ESPN2	30 Sec	Sat/Sun	9am-11pm	Weekends	4	\$12	\$48
ESPN2	30 Sec	Mon-Sun	7pm-11pm	Primetime Sports		\$25	\$0
ESPN Deportes	30 Sec	Sat/Sun	9am-11pm	Weekends		\$2	\$0
ESPN Deportes	30 Sec	Mon-Sun	7pm-11pm	Primetime Sports Spanish		\$4	\$0
ESPN	30 Sec	Sat/Sun	9am-11pm	Weekends	4	\$31	\$124
ESPN	30 Sec	Mon-Sun	7pm-11pm	Primetime Sports	3	\$63	\$189
FOOD	30 Sec	Sat/Sun	9am-11pm	Weekends	4	\$31	\$124
FOOD	30 Sec	Mon-Sun	7pm-11pm	Primetime		\$63	\$0
Fox News Channel	30 Sec	Mon-Fri	7am-11pm	All Day News	4	\$31	\$124
Fox News Channel	30 Sec	Mon-Fri	7pm-1130pm	Primetime News		\$63	\$0
Hallmark	30 Sec	Sat/Sun	9am-11pm	Only During Holiday Movies		\$20	\$0
Hallmark	30 Sec	Mon-Sun	7pm-1130pm	Holiday Movies Nov/Dec		\$42	\$0
HGTV	30 Sec	Sat/Sun	9am-11pm	Weekends	4	\$31	\$124
HGTV	30 Sec	Mon-Sat	7pm-11pm	Primetime		\$63	\$0
MSNBC	30 Sec	Mon-Fri	7am-11pm	News All Day Rotator	4	\$31	\$124
MSNBC	30 Sec	Mon-Thu	7pm-11pm	Primetime News		\$63	\$0
MSG	30 Sec	Mon-Sun	7pm-11pm	Primetime Sports		\$4	\$0
TLC	30 Sec	Mon-Sun	9am-5pm	Daytime		\$12	\$0
TLC	30 Sec	Mon-Sat	7pm-11pm	Primetime		\$25	\$0
Spanish Package	30 Sec	Mon-Sat	3pm-1130pm	Gala, ESPN De, Fox De, NBC Univers	7	\$2	\$14
BONUS Various	30 Sec	Mon-Sun	9am-mid	9am-mid Bonus	20	\$0	\$0
Spanish Package: Galavision, ESPN Deportes, Fox Deportes, NBC Universo					91	Weekly Total	\$2,000
Added Value Sponsorships on News12 TBD							
					3640	40 Weeks	\$80,000

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STREAMING TV				
CTV/OTT 30 Second TV Ads				
15 & 30 Second Pre-Roll Video				
Connected TV & streaming TV for people who cut the Cord and don't have Cable TV				
Youtube	\$6 - \$15 CPM			\$15,000
	1,500,000 Impressions @ \$0.010= \$15,000			
	Aprox 30,000 Impressions per week x 50 Weeks			
	Geo-Targeted to Nassau County Zip Codes			
Hulu	\$30 - \$40 CPM			\$10,000
	285,714 Impressions @ \$0.035= \$10,000			
	Aprox 6,000 Impressions per week x 50 Weeks			
	Geo-Targeted to Nassau County Zip Codes			
CTV/OTT	\$37 CPM			\$25,000
	675,675 Impressions @ \$0.037 = \$25,000			
	Aprox 13,500 Impressions per week x 50 Weeks			
	Geo-Targeted to Nassau County Zip Codes			
	Targeted: Specific Ethnicity, Demo, Age, Income 25% Hispanic			
	Behavioral Habits: Addiction, Narcan, Opioid			
	Run Different Spot based on Target Demo (IE Hispanic, Younger, etc)			
	All Other Streaming Pluto, Roku, Tubi, Discovery, ABC, CBS CNN, Telemundo, Sling, CNN, FoxNews, NBC, TLC & More			
Pre-Roll Video	\$10 CPM			\$5,000
	500,000 Impressions @ \$0.010 = \$5,000			
	Ads on Various websites based on geo -target, buying behaviors			
	Could run 15 or 30 second video (Non- Skippable)			
	Geo-Targeted to Specific Zip Codes			
	Targeted: Specific Ethnicity, Demo, Age, Income 25% Hispanic)			
	Behavioral Habits: Addiction, Narcan, Opioid			
	Run Different Spot based on Target Demo (IE Hispanic, Younger, etc)			
	Re-Target People who visit the Website			
TOTAL				\$ 55,000

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Long Island Radio

Weeks TBD

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WBAB 102.3	30 Sec	Mon-Fri	7am-7pm	Prime Daytime	16	\$50	\$800	4x per day
WBAB 102.3	30 Sec	Mon-Sat	7pm-10pm	Evenings	4	\$15	\$60	
WBAB 102.3	30 Sec	Sat	9am-5pm	Weekends	2	\$40	\$80	
WBAB 102.3	30 Sec	Sun	9am-5pm	Weekends	2	\$30	\$60	
WBAB 102.3	30 Sec	Mon-Sun	mid-2am	Overnights	8	\$0	\$0	20 Weeks
FREE PSAs & Added Value Sponsorships TBD					32	Weekly Total	\$1,000	\$20,000

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WBLI 106.1	30 Sec	Mon-Fri	9am-7pm	Prime Daytime	16	\$50	\$800	4x per day
WBLI 106.1	30 Sec	Mon-Sat	7pm-10pm	Evenings	4	\$15	\$60	
WBLI 106.1	30 Sec	Sat	9am-5pm	Weekends	2	\$40	\$80	
WBLI 106.1	30 Sec	Sun	9am-5pm	Weekends	2	\$30	\$60	
WBLI 106.1	30 Sec	Mon-Sun	mid-2am	Overnights	8	\$0	\$0	20 Weeks
FREE PSAs & Added Value Sponsorships TBD					32	Weekly Total	\$1,000	\$20,000

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WKJY 98.3	30 Sec	Mon-Fri	7am-7pm	Primetime	15	\$50	\$750	
WKJY 98.3	30 Sec	Mon-Sat	7pm-10pm	Evenings		\$10	\$0	
WKJY 98.3	30 Sec	Sat	9am-5pm	Weekends		\$25	\$0	
WKJY 98.3	30 Sec	Sun	9am-5pm	Weekends		\$25	\$0	
WKJY 98.3	30 Sec	Mon-Sun	mid-2am	Overnights	9	\$0	\$0	20 Weeks
Added Value Sponsorships TBD					24	Weekly Total	\$750	\$15,000

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WWSK Shark94.3	30 Sec	Mon-Fri	7am-7pm	Primetime	16	\$30	\$480	4-5x per day
WWSK Shark94.3	30 Sec	Mon-Sat	7pm-10pm	Evenings	5	\$15	\$75	
WWSK Shark94.3	30 Sec	Sat	9am-5pm	Weekends	4	\$30	\$120	
WWSK Shark94.3	30 Sec	Sun	9am-5pm	Weekends	3	\$25	\$75	
WWSK Shark94.3	30 Sec	Mon-Sun	mid-2am	Overnights	9	\$0	\$0	20 Weeks
Added Value Sponsorships TBD					37	Weekly Total	\$750	\$15,000

TOTAL \$70,000

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Metro NY Radio

Weeks TBD

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WQHT Hot97.1	30 Sec	Mon-Fri	6am-10am	Mornings	3	\$150	\$450	
WQHT Hot97.1	30 Sec	Mon-Fri	10a-3pm	Midday	3	\$150	\$450	
WQHT Hot97.1	30 Sec	Mon-Fri	3pm-7pm	Afternoon	3	\$150	\$450	
WQHT Hot97.1	30 Sec	Mon-Fri	7pm-11pm	Evening	4	\$50	\$200	
WQHT Hot97.1	30 Sec	Sat/Sun	9am-6pm	Weekends	5	\$50	\$250	
WQHT Hot97.1	30 Sec	Mon-Sun	6am-mid	Bonus	2	\$0	\$0	
WQHT Hot97.1	30 Sec	Mon-Sun	mid-am	Bonus	3	\$0	\$0	5 Week Total
Added Value PSA					13	Weekly Total	\$1,800	\$9,000

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WSKQ La Mega 97.9	15 Sec	Mon-Fri	6am-10am	Mornings	3	\$215	\$645	
WSKQ La Mega 97.9	30 Sec	Mon-Fri	6am-10am	Mornings		\$425	\$0	
WSKQ La Mega 97.9	15 Sec	Mon-Fri	10a-3pm	Midday	3	\$250	\$750	
WSKQ La Mega 97.9	30 Sec	Mon-Fri	10a-3pm	Midday		\$500	\$0	
WSKQ La Mega 97.9	15 Sec	Mon-Fri	3pm-7pm	Afternoon	3	\$215	\$645	
WSKQ La Mega 97.9	30 Sec	Mon-Fri	3pm-7pm	Afternoon		\$425	\$0	
WSKQ La Mega 97.9	15 Sec	Mon-Fri	7pm-11pm	Evening	5	\$75	\$375	
WSKQ La Mega 97.9	30 Sec	Mon-Fri	7pm-11pm	Evening		\$150	\$0	
WSKQ La Mega 97.9	15 Sec	Sat/Sun	9am-6pm	Weekends	4	\$150	\$600	
WSKQ La Mega 97.9	30 Sec	Sat/Sun	9am-6pm	Weekends		\$300	\$0	
WSKQ La Mega 97.9	30 Sec	Mon-Sun	6am-mid	Bonus	2	\$0	\$0	
WSKQ La Mega 97.9	30 Sec	Mon-Sun	mid-am	Bonus	2	\$0	\$0	TBD
Added Value PSA					18	Weekly Total	\$3,015	Not Included

					Weekly			
Station	Length	Days	Time	Notes	Spots	Rate	Cost	
WAXQ Q104.3	30 Sec	Mon-Fri	7am-7pm	Prime	7	\$250	\$1,750	
WAXQ Q104.3	30 Sec	Mon-Fri	7pm-10pm	Evenings	6	\$75	\$450	
WAXQ Q104.3	30 Sec	Sat	9am-6pm	Weekends	4	\$100	\$400	
WAXQ Q104.3	30 Sec	Sun	9am-5pm	Weekends	4	\$100	\$400	
WAXQ Q104.3	30 Sec	Mon-Sun	6am-mid	Bonus	2	\$0	\$0	
WAXQ Q104.3	30 Sec	Mon-Sun	mid-2am	Overnights	8	\$0	\$0	TBD
Added Value Sponsorships TBD					31	Weekly Total	\$3,000	Not Included

TOTAL \$9,000

Pandora, Spotify, Audio Go

Spotify

\$5,000

Spotify has Stricter restrictions on Types of Advertisers

CPM Varies Based on Parameters

CPM \$6- \$18

500,000 Impressions @ \$0.010 = \$5,000

Average 10,000 Impressions per week for 50 weeks

Spotify has lower CPM based on Bidding Process (\$6pm-\$18cpm) but much smaller audience

Audio GO Includes: Pandora, SiriusXM, iheart, Sound Cloud, Alexa, and a few others

\$16,000

CPM \$21

762,905 Impressions @ \$0.021 = \$16,000

50 Weeks @ \$320

15,250 impressions per week

30 Second Spot

Parameters: Nassau County, Demo age, Income

We can target Zip codes, age, income, male/female, as well as behavioral interest, some interest below

Spotify:

Targeting Interests: Fitness, Health & Lifestyle, Partying, Sports & Rec, Culture & Society, Gaming,

Love & Dating, Parenting, Tech, Travel

Or Music Genre (Can't be both): Alternative, Hip Hop, House, Metal, Pop, Rock, EDM, Electronica, Punk, Reggae

AudioGo

Interests: Anime, Automotive- Car Enthusiasts, BasketBall, Boxing, Coffee, Comics, Crime Enthusiasts,

Cryptocurrency, Fast Food, Fitness, Football, Healthy Eating, Hockey, Horror Content, Live Events,

Motorcycles, Pharmacy Shoppers, Pizza, Shopping - Alcoholic beverages, Sneakerheads,

Vitamins/supplements, Sports, UFC MMA, Video Games, Weight Management, Wine & Beverage

AudioGo can mix Interests and Genres

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NEWSDAY						
<u>Publication</u>	<u>Size</u>	<u>Day</u>	<u>Zone</u>	<u># Issues</u>	<u>Rate</u>	
Newsday	1/2 Page Color	Weekday	Nassau Only	8	\$1,389	\$11,112
Newsday	1/2 Page Color	Sunday	Nassau Only	0	\$1,666	\$0
Newsday.com & App	Various Banners	Mon-Sun	Nassau Only	1,666,666	\$0.012	\$20,000
32,051 Impressions weekly x 52 weeks (Total 1,666,666 Impressions)						
Page Takeovers for the Day						
<u>Banner Sizes and CPM varies</u>					TOTAL	\$31,112
Billboard 970 x 250						
Large Cube 300 x 600						
Cube 300 x 250						
Persistent Banner 320 x 50						

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LOCAL PAPERS		Not Currently Included		
<u>Blank Slate / Litmor Papers (11)</u>		1/2 Page All 11 Papers: \$1059		
The Port Washington Times	Average \$96 per Paper			
Manhasset Times				
Roslyn Times	Full Page All 11 Papers:\$1612			
Great Neck News	Average \$146 per paper			
New Hyde Park Herald Courier				
Williston Times				
Garden City News				
Mid-Island Times				
Bethpage Newsgram				
Syosset Advance				
Jericho Syosset News Journal				
<u>Herald Papers (17 Papers)</u>		1/2 Page Color all 17 paper \$4504		
Baldwin Herald	Average \$265 per paper			
Long Beach Herald				
Oceanside / Island Pk Herald	1/4 Page Color all 17 Papers \$3220			
Rockville Centre Herald	Average \$189 per paper			
Bellmore Herald				
East Meadow Herald				
LI Graphic (freeport)				
Merrick Herald				
Wantagh Herald				
Seaford Citizen				
Lynbrook / East Rockaway Herald				
Nassau Herald (5 towns)				
Rockaway Journal				
South Shore Journal (Rockaways)				
Franklin Square/Elmont Herald				
Malverne/West Hempstead Herald				
Valley Stream Herald				
<u>Anton Newspapers (8 Issues) 17 Papers</u>				
Glen Cove Record-Pilot	1/4 Page All 8 Issues \$529			
Oyster bay Enterprise – Pilot	Average \$66 per Issue			
Palinview-Old Bethpage Herald				
Syosset-Jericho Tribune	1/2 Page All 8 Issues \$940			
Great Neck Record	Average \$117 per issue			
Manhasset Press				
Port Washington News	Full Page All 8 Issues \$1999			
The Roslyn News	Average \$250 per Issue			
New Hyde Park Illustrated news				
Floral Park Dispatch				
Garden City Life				
Mineola American				

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LIRR Station Posters (outfront)

Stations: TBD

Dates: TBD

I have a Verbal Agreement: Buy 3 Get 1 Bonus Based on Station Availability

30 Paid Posters @ \$470 per Month + 10 Bonus Poster = \$14,100 (average \$353 per month)

Buy for 1 Month and Potentially Stay up Much Longer

Proposing to do 40 Posters for 2 Months = \$28,200

3 Sheet Poster: 42" wide x 84" High

Printing Cost 40 x \$70 per poster = \$2800

AVAILABLE STATIONS					Available Digital Liveboards
Station Name	County	1-Sheet Posters	2-Sheet Posters	3-Sheet Posters	
Baldwin	Nassau	X	X	X	X
Bellemore	Nassau	X	X	X	X
Bethpage	Nassau	X	X	X	
Carle Place	Nassau				X
Cedarhurst	Nassau	X	X	X	
Center Avenue	Nassau	X	X	X	
East Rockaway	Nassau	X	X	X	
East Williston	Nassau	X	X	X	
Elmont	Nassau				X
Farmingdale	Suffolk	X	X	X	X
Floral Park	Nassau	X	X	X	
Freeport	Nassau	X	X	X	
Gibson	Nassau	X	X	X	
Glen Cove	Nassau		X	X	
Glen Head	Nassau		X	X	
Great Neck	Nassau	X	X	X	X
Greenvale	Nassau		X	X	
Hewlett	Nassau	X	X	X	
Hicksville	Nassau				X
Inwood	Nassau	X	X	X	
Island Park	Nassau	X	X	X	
Lawrence	Nassau	X	X	X	
Locust Valley	Nassau		X	X	
Long Beach	Nassau	X	X	X	
Lynbrook	Nassau				
Massapequa	Nassau	X	X	X	
Massapequa Park	Nassau	X	X	X	
Merrick	Nassau	X	X		X
Merrillon Ave	Nassau				X
Mineola	Nassau				
Murray Hill	Queens		X	X	
New Hyde Park	Nassau				X
Oceanside	Nassau	X	X	X	
Port Washington	Nassau	X	X	X	X
Rockville Centre	Nassau	X	X	X	X
Sea Cliff	Nassau		X	X	
Seaford	Nassau	X	X	X	
Stewart Manor	Nassau				X
Syosset	Nassau	X	X	X	X
Valley Stream	Nassau	X	X	X	X
Wantagh	Nassau				X
Westbury	Nassau				
Woodmere	Nassau	X	X	X	

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BUS PRICING				
Nassau County Buses (routes TBD)				
Dates TBD:				
Number				Total
Posters	Frequency	4 week Rate	Size	4 weeks
	10x Rate	\$530	King Ad Side 30" x 144"	\$0
	20x Rate	\$470	King Ad Side 30" x 144"	\$0
	10x Rate	\$412	Queen Ad Side 30" x 88"	\$0
20	20x Rate	\$383	Queen Ad Side 30" x 88"	\$7,660
	30x Rate	\$353	Queen Ad Side 30" x 88"	\$0
TOTAL MONTHLY				\$ 7,660
3 MONTHS				\$ 22,980
Price is Negotiable Based				
of Number of Months				
Printing Cost:	Queen Ads	30" x 88"	2-10 \$130 per Net	
			11-24 \$125 per	\$2,500
			25-49 \$120 per	
	King Size Ads	30" x 144"	2-10 \$155 per	
			11-24 \$150 per	
TOTAL				\$ 25,480
Note: Prices Listed were from Suffolk County, Nassau County should be similar				

Train Trestle Signage (Outfront Media)

Need to determine Locations, Length of Contract, and Budget

Examples of Trestles (will negotiate best rate based on number of boards and duration)

Period	Duration	Inventory #	Location Description	Copy Size	Initial Install	IMP 18+ Weekly	Rate Card Value	Net Amount per Period
4 Week	52 Weeks	T00N1020	Merrick Ave N/O Sunrise Hwy F/N	4'x48'	\$3,732	4,956	\$2,550	\$2,040
4 Week	52 Weeks	T00N1100	Rockville Centre/ Oceanside Rd N/O Sunrise Hwy F/N	5'x48'	\$3,900	53,116	\$2,810	\$2,250
4 Week	52 Weeks	T00N1120	Roslyn/Northern Blvd F/W	5'x48'	\$3,774	138,717	\$11,010	\$8,810
4 Week	52 Weeks	T00N1140	Roslyn/Northern Blvd F/E	5'x48'	\$3,774	59,049	\$9,160	\$7,330
4 Week	52 Weeks	T00N1250	Wantagh/Wantagh Ave., N/O Sunrise Hwy F/N	5'x48'	\$3,900	110,973	\$2,810	\$2,250
4 Week	52 Weeks	T00N1280	Westbury/Post Avenue F/S	4'x40'	\$4,572	80,303	\$3,310	\$2,650
4 Week	52 Weeks	T00N1290	Woodbury/Woodbury Rd. N/O Jericho Tpke F/N	5'x48'	\$3,900	46,125	\$6,490	\$5,190
4 Week	52 Weeks	T00N1300	Woodbury/Woodbury Rd. N/O Jericho Tpke F/S	5'x48'	\$3,900	48,310	\$6,490	\$5,190
4 Week	52 Weeks	T00N1510	Baldwin / Chestnut St., North Of Sunrise Hwy. F/S	8'x48'	\$4,656	255,877	\$5,550	\$4,440
4 Week	52 Weeks	T00N1600	Hicksville / East Nicholas Street E/O Rt. 107 F/E	5'x48'	\$3,900	18,339	\$3,310	\$2,650
4 Week	52 Weeks	T00N390	Baldwin/Grand Avenue N/O Sunrise Hwy F/N	5'x48'	\$3,900	44,524	\$3,190	\$2,550
4 Week	52 Weeks	T00N460	Freeport/Henry Street N/O Sunrise Hwy F/S	5'x48'	\$3,900	13,470	\$3,190	\$2,550
4 Week	52 Weeks	T00N500	Freeport/North Ocean Ave/ N/O Sunrise Highway F/S	5'x48'	\$3,900	251,462	\$5,930	\$4,740
4 Week	52 Weeks	T00N560	Farmingdale/Hempstead Turnpike @ Merritts Rd F/W	5'x48'	\$3,900	86,433	\$5,550	\$4,440
4 Week	52 Weeks	T00N580	Farmingdale/Hempstead Turnpike @ Merritts Rd F/E	5'x48'	\$3,900	216,292	\$5,550	\$4,440
4 Week	52 Weeks	T00N840	Glen Cove/Route #107 (Glen Cove Arterial Hwy) F/N	5'x48'	\$3,900	75,978	\$5,220	\$4,170
4 Week	52 Weeks	T00N850	Glen Cove/Route #107 (Glen Cove Arterial Hwy) F/S	5'x48'	\$3,900	79,275	\$5,220	\$4,170
4 Week	52 Weeks	T00N810	Hicksville/Old Country Rd. E/O Rt. #107 F/E	5'x48'	\$3,900	64,715	\$5,550	\$4,440
4 Week	52 Weeks	T00N850	Hewlett/Peninsula Blvd. E/O Mill Rd F/N	5'x48'	\$3,774	214,881	\$5,550	\$4,440
4 Week	52 Weeks	T00N860	Hewlett/Peninsula Blvd. E/O Mill Rd F/S	5'x48'	\$3,900	161,149	\$5,550	\$4,440
4 Week	52 Weeks	T00N880	Lynbrook/Peninsula Blvd. N/O Sunrise Hwy F/S	5'x48'	\$3,900	357,365	\$5,550	\$4,440
4 Week	52 Weeks	T00N910	Lynbrook/Sunrise Hwy @ Atlantic Ave F/W	5'x48'	\$3,900	283,475	\$4,970	\$3,980
4 Week	52 Weeks	T00N950	Lynbrook/Ocean Ave Btwn Merrick & Sunrise F/N	5'x48'	\$3,900	164,575	\$5,550	\$4,440
4 Week	52 Weeks	T00N970	Massapequa/Hicksville Rd N/O Sunrise Hwy F/N	5'x48'	\$3,900	23,123	\$2,250	\$1,800
4 Week	52 Weeks	T00N990	Massapequa/Broadway N/O Sunrise Hwy F/N	5'x48'	\$3,900	109,393	\$2,550	\$2,040
4 Week	52 Weeks	T00N1020	Merrick Ave N/O Sunrise Hwy F/N	4'x48'	\$3,732	4,956	\$2,550	\$2,040
4 Week	52 Weeks	T00N1100	Rockville Centre/ Oceanside Rd N/O Sunrise Hwy F/N	5'x48'	\$3,900	53,116	\$2,810	\$2,250
4 Week	52 Weeks	T00N1120	Roslyn/Northern Blvd F/W	5'x48'	\$3,774	138,717	\$11,010	\$8,810
4 Week	52 Weeks	T00N1140	Roslyn/Northern Blvd F/E	5'x48'	\$3,774	59,049	\$9,160	\$7,330
4 Week	52 Weeks	T00N1250	Wantagh/Wantagh Ave., N/O Sunrise Hwy F/N	5'x48'	\$3,900	110,973	\$2,810	\$2,250
4 Week	52 Weeks	T00N1280	Westbury/Post Avenue F/S	4'x40'	\$4,572	80,303	\$3,310	\$2,650
4 Week	52 Weeks	T00N1290	Woodbury/Woodbury Rd. N/O Jericho Tpke F/N	5'x48'	\$3,900	46,125	\$6,490	\$5,190
4 Week	52 Weeks	T00N1300	Woodbury/Woodbury Rd. N/O Jericho Tpke F/S	5'x48'	\$3,900	48,310	\$6,490	\$5,190
4 Week	52 Weeks	T00N1510	Baldwin / Chestnut St., North Of Sunrise Hwy. F/S	8'x48'	\$4,656	255,877	\$5,550	\$4,440
4 Week	52 Weeks	T00N1600	Hicksville / East Nicholas Street E/O Rt. 107 F/E	5'x48'	\$3,900	18,339	\$3,310	\$2,650
4 Week	52 Weeks	T00N320	W. Amityville / Sunrise@Carmans Rd. (Sunrise Mall) F/W	8'x80'	\$4,992	222,213	\$7,340	\$5,870
4 Week	52 Weeks	T00N330	W. Amityville/Sunrise@Carmans Rd. (Sunrise Mall) F/E	8'x48'	\$4,656	117,785	\$7,340	\$5,870
4 Week	52 Weeks	T00N390	Baldwin/Grand Avenue N/O Sunrise Hwy F/N	5'x48'	\$3,900	44,524	\$3,190	\$2,550
4 Week	52 Weeks	T00N460	Freeport/Henry Street N/O Sunrise Hwy F/S	5'x48'	\$3,900	13,470	\$3,190	\$2,550
4 Week	52 Weeks	T00N500	Freeport/North Ocean Ave/ N/O Sunrise Highway F/S	5'x48'	\$3,900	251,462	\$5,930	\$4,740
4 Week	52 Weeks	T00N560	Farmingdale/Hempstead Turnpike @ Merritts Rd F/W	5'x48'	\$3,900	86,433	\$5,550	\$4,440
4 Week	52 Weeks	T00N580	Farmingdale/Hempstead Turnpike @ Merritts Rd F/E	5'x48'	\$3,900	216,292	\$5,550	\$4,440
4 Week	52 Weeks	T00N840	Glen Cove/Route #107 (Glen Cove Arterial Hwy) F/N	5'x48'	\$3,900	75,978	\$5,220	\$4,170
4 Week	52 Weeks	T00N850	Glen Cove/Route #107 (Glen Cove Arterial Hwy) F/S	5'x48'	\$3,900	79,275	\$5,220	\$4,170
4 Week	52 Weeks	T00N810	Hicksville/Old Country Rd. E/O Rt. #107 F/E	5'x48'	\$3,900	64,715	\$5,550	\$4,440
4 Week	52 Weeks	T00N850	Hewlett/Peninsula Blvd. E/O Mill Rd F/N	5'x48'	\$3,774	214,881	\$5,550	\$4,440
4 Week	52 Weeks	T00N860	Hewlett/Peninsula Blvd. E/O Mill Rd F/S	5'x48'	\$3,900	161,149	\$5,550	\$4,440
4 Week	52 Weeks	T00N880	Lynbrook/Peninsula Blvd. N/O Sunrise Hwy F/S	5'x48'	\$3,900	357,365	\$5,550	\$4,440
4 Week	52 Weeks	T00N910	Lynbrook/Sunrise Hwy @ Atlantic Ave F/W	5'x48'	\$3,900	283,475	\$4,970	\$3,980
4 Week	52 Weeks	T00N950	Lynbrook/Ocean Ave Btwn Merrick & Sunrise F/N	5'x48'	\$3,900	164,575	\$5,550	\$4,440
4 Week	52 Weeks	T00N970	Massapequa/Hicksville Rd N/O Sunrise Hwy F/N	5'x48'	\$3,900	23,123	\$2,250	\$1,800
4 Week	52 Weeks	T00N990	Massapequa/Broadway N/O Sunrise Hwy F/N	5'x48'	\$3,900	109,393	\$2,550	\$2,040

Appendix A

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Social Media

Facebook & Instagram	Facebook Targeting: Parents, Young Adults, Adults	\$15,000
	Instagram Targeting: Parents, Young Adults, Adults, Middle & High Schoolers	
	Demo, Age, Interests	
	CPM Varies Based on Parameters	
	CPM \$6 - \$15	
	1,500,000 Impressions @ \$0.010 = \$15,000	
	Average 30,000 Impressions per week for 50 weeks	
Twitter	Targeting: Parents, Adults	\$5,000
	Demo, Age, Interests	
	News Source for many Adults 30+	
	CPM Varies Based on Parameters	
	CPM \$6 - \$15	
	500,000 Impressions @ \$0.010 = \$5,000	
	Average 10,000 Impressions per week for 50 weeks	
Snapchat	Targeting: Middle/High Schoolers, College, Young Adults	\$5,000
	Demo, Age, Interests	
	Age 13-30	
	CPM Varies Based on Parameters	
	CPM \$3 - \$10	
	1,000,000 Impressions @ \$0.05 = \$5,000	
	Average 20,000 Impressions per week for 50 weeks	
Tiktok	5-60 seconds (9-15 seconds recommended)	\$12,000
	Targeting: Middle/High Schoolers, College, Young Adults	
	Can NOT do Nassau ONLY, Has to be NY Metro but CPM is low and will work	
	NY DMA (Not State) - NYC, Long Island, Downstate	
	Age 13-30	
	CPM Varies Based on Parameters	
	CPM \$3 - \$10	
Note:	2,000,000 Impressions @ \$0.06 = \$12,000	
	Average 40,000 Impressions per week for 50 weeks	
TOTAL \$		37,000

All of the platform can go over the estimated impressions as viewer interaction increases or inventory is more available

Should run multiple versions ads on each platform to see what performs best - allocate more of the budget to better performing

Creative Assets (Aproximate Cost)		Page 14
**** CDC permits usage of their Creative Assets at No Charge to be Localized ****		
Radio	Write Radio Scripts	No Charge
	Write PSAs & Send Out	No Charge
	Radio Stations will Produce Radio Spots for FREE	No Charge
	Localize Existing Radio Spots for Nassau County	No Charge
	Outside Production Company Produce 15 Second Spots	\$75
	Outside Production Company Produce 30 Second Spots	\$100
Graphic Design	Resize and send out Artwork	No Charge
	Modifications to Existing Artwork	No Charge
	Create New Designs & Artwork	\$75-\$150
	Delivery of All Artwork to Media	No Charge
Video	Edit Existing Video to Localize for Nassau County	No Charge
	Write TV Scripts and Story Boards	No Charge
	Resize Video for different required sizes (TV, Streaming, Social)	No Charge
	Create, Edit, Voice Over New 15 second Spot using existing footage	\$150-\$200
	Create, Edit, Voice Over New 30 second Spot using existing footage	\$200-\$300
	Film New Video (Altice will do some for FREE)	No Charge
	Film New Video, Edit, Voice Over, Music, Graphics, Complete TV Spot	\$1000-\$3000
	Delivery of Video to different Media	No Charge
	** Price to Make a TV Spot depends on what assets we have already **	
	** and What Assets we need to Acquire or Film, Cost should be minimal **	
OTHER POSSIBLE MEDIA OPTIONS TO ADVERTISE		
	Bus Shelters	
	Taxi Top Signs	
	Event Sponsorships	
	Active Listening and Digital Display (your deivces listening to you)	
	Parenting Magazines	
	Mobile Billboard Trucks	
	Gas Station TV Networks	
	NYC, Urban & Hispanic Radio	
	Hispanic Newspapers & Websites	

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Christine Kenny (Name)
10 Village Dr. W Dix Hills, N.Y 11746 (Address)
631 667-5525 (Telephone Number)

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

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

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

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

1/16/24
Dated

Christine Kenny
Signature of Chief Executive Officer

Christine Kenny
Name of Chief Executive Officer

Sworn to before me this

16 day of January, 2024.
Barbara M Napoli
Notary Public

BARBARA M NAPOLI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NA6303971
Qualified in SUFFOLK County
Commission Expires MAY 19, 2026



Nassau County Interim Finance Authority

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

1. Vendor: Ed Moore Advertising

2. Amount requiring NIFA approval: \$1,800,000.00

Amount to be encumbered: \$600,000.00

Slip Type: 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: 01/01/2024 to 12/31/2026

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

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 enter into an agreement with Ed Moore Advertising Agency to provide a promotional media plan for purchasing multiple forms of media to promote a substance use prevention messaging campaign in the County, promote public awareness and an increased understanding of the message in the campaign.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

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

01/22/2024

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.



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?

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

Joseph Kenny [EDMOOREADV@AOL.COM]

Dated: 10/16/2023 11:01:57 am

Vendor: Ed Moore Advertising Agency Inc.

Title: VP

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: Christine Kenny
Date of birth: 11/26/1964
Home address: 10 Village Drive West
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746
Country: US
Business Address: 10 Village Drive West
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746
Country: US
Telephone: (631) 667-5525
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>05/06/2020</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.

51%

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9. a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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, Christine Kenny , 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, Christine Kenny , 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.

Ed Moore Advertising Agency, Inc

Name of submitting business

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

Christine Kenny EDMOOREADV@GMAIL.COM

President

Title

10/13/2023 02:38:11 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Kenny
Date of birth: 02/16/1964
Home address: 10 Village Drive West
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746
Country: US
Business Address: 10 Vilage Drive West
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746
Country: US
Telephone: (631) 667-5525
Other present address(es): none
City: Dix Hills State/Province/Territory: Zip/Postal Code: 11746
Country: US
Telephone: 6314875613

List of other addresses and telephone numbers attached

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

President	<u></u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u>08/01/1996</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

49% ownership

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9. a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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, Joseph Kenny , 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, Joseph Kenny , 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

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Ed Moore Advertising Agency

Name of submitting business

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

Joseph Kenny EDMOOREADV@AOL.COM

VP

Title

10/13/2023 02:23:42 pm

Date

Business History Form

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

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

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

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

Date: 10/13/2023

1) Proposer's Legal Name: Ed Moore Advertising Agency, Inc

2) Address of Place of Business: 10 Village Drive West

City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746

Country: US

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: 064739030

5) Federal I.D. Number: 112396029

6) The proposer is a: Corporation (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.

No conflict exist, but in the event a conflict arises, the County will be notified to make a determination

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

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;

01/01/1974

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.

Joseph Kenny 10 Village Drive West, Dix Hills, NY 11746 Vice President

Christine Kenny 10 Village Drive West, Dix Hills, NY 11746 President

1 File(s) uploaded: corporate_officers.doc

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

Joseph Kenny 10 Village Drive West, Dix Hills, NY 11746 Vice President

Christine Kenny 10 Village Drive West, Dix Hills, NY 11746 President

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

3

vi) Annual revenue of firm;

3000000

vii) Summary of relevant accomplishments

Agency has been in business on LI for 47 years handling large accounts like Adventureland, Splish SPlash, Sam Ash Music, Suburban Exterminating, Westbury Music Theater, Live Nation, Bohlsen Restaurant Group, Boening Bros Beer Distributors, among others..

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

B. Indicate number of years in business.

47

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

this document list why the county should use our services

2 File(s) uploaded: rfp_edmoore_why.doc, rfp_resume_edmoore_Adv.doc

- 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	Adventureland		
Contact Person	Steve Gentile		
Address	2245 Broadhollow Rd		
City	East Farmingdale	State/Province/Territory	NY
Country	US		
Telephone	(631) 694-6868		
Fax #	(631) 694-6816		
E-Mail Address	Steven.Gentile@adventureland.us		

Company	Dublin Deck		
Contact Person	Frank Gentile		
Address	327 River Avenue		
City	Patchogue	State/Province/Territory	NY
Country	US		
Telephone	(631) 721-3041		
Fax #	(631) 472-8983		
E-Mail Address	mem403@aol.com		

Company	San Giuseppe Wines		
Contact Person	Janine Judice		
Address	40 Prospect Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 424-9797		
Fax #	(631) 424-9749		
E-Mail Address	jjudice@vintwood.com		

I, Joseph Kenny , 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, Joseph Kenny , 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.

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Name of submitting business: Ed Moore Advertising Agency

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

Joseph Kenny EDMOOREADV@AOL.COM

VP

Title

10/13/2023

Date

Attachment H

1. Date of Formation: 1974
2. 2 Shareholders
Christine Kenny, 10 Village Drive West, Dix Hills, NY 11746 (President)
Joseph Kenny, 10 Village Drive West, Dix Hills, NY 11746 (VP)
3. 2 Officers of Company
Christine Kenny, 10 Village Drive West, Dix Hills, NY 11746 (President)
Joseph Kenny, 10 Village Drive West, Dix Hills, NY 11746 (VP)
4. Incorporated in New York
5. 3 Full Time Employees
6. Gross Annual Revenue \$3,000,000
7. Relevant Accomplishments
Place Advertising for the following Events
 - a) Great South Bay Music Festival
 - b) NYCB Westbury Music Theater
 - c) Live Nation Concerts for the Northeast Venues
 - d) Patchogue Riverfront Campaigns
 - e) Brookhaven Amphitheater
 - f) North Coast Golf Shows through out the country
 - g) Adventureland
 - h) Nassau County Park's Department Events
8. Licensed to do Business in all 50 States
(no Specific State License or permits)

Background of Ed Moore Advertising

1. Local Advertising Agency established in 1974
2. 3 Full Time Employees
3. Have Graphic Artist, Radio Production People, & TV Production
4. Specialize in Entertainment Industry
5. Restaurants (Prime, Tellers, Harbor Crab, H2O, K Pacho, Four, J&R Steak House, Mio Posto, Danfords, Black Forest, Hudsons on Mile)
6. Bars/Clubs (Dublin Deck, Lily Flanagans, Nutty Irishman, Nappertandys, Pops, Bellport CC, Chateau Le Mar, Emporium, Maliblu)
7. Retail (Miller Beer, San Giuseppe Wines, Suburban Exterminators, Cactus Salons, Sam Ash, Adventureland, NYCB Theater, Dover Caterers)
8. Events (Great South Bay Boat Race, Montauk Art Show, Concerts, Nassau County Craft Shows, Port Jefferson Bid, Brookhaven Amphitheater)
9. Buying Service: Purchase media at lowest prices & charge no fees
10. Place Radio, TV, Print, & Online Advertising
11. Coordinate all Scripts, Artwork, Schedules, & Billing
12. Coordinate appearances & Promotions
13. We know what works best

Why Use Ed Moore Advertising?

1. One point of Contact.... I give an un-biased recommendation on which media depending on the event, location, and budget... (IE. if dealing with a radio station directly they are going to steer you in that direction no matter what... I suggest what works based on previous experiences. I make same \$ no matter which media you use)
2. I have lowest rates and do not charge any fees.... I have 100s of clients in the LI area that promote events similar to yours and I know what the lowest cost are. The stations pay me 15% for doing the work of placement, writing the spots and payments (I am attaching client list)
3. Flexible with billing and conform to what you need, rather than having to fill out credit apps and letters of guarantee... I do that... when something runs incorrectly, I credit you and get make goods. I do all the work behind the scenes..
4. I coordinate art delivery, writing of ads, tv production, and ad placement for no fee... part of what we do....
5. I am always available, nights, weekend, etc....I take the drama out of ordering and don't push you to do un-necessary things.. No B.S.
6. I deal with all the different sales people calling to try and sell you on things that you probably don't need.
7. Located on LI and available to meet in person whenever needed
8. We have been in business on LI since 1974 and have solid relationships with Radio, TV, and Print publication.

BOTTOM LINE: Cost Less, One Person, No Hassle, Always Available, and what we do works, ask anyone of my clients

CLIENT LIST

BARS/CLUBS/CATERING

Winners Circle
Bridgeview Yacht Club
Kaseys
Carlton on the Park
Paramount
McFaddens
Revolution
Gossip
Suffolk Theatre
Schafers
Mixx
Refuge
Lilly Flanagans
Dublin Deck
Emporium
Napper Tandys
Milleridge Inn
Chelsea Mansion
Nutty Irishman
Peters Clam Bar
Parlay Gastro
Wahlburgers
Harbor Club
Brookhaven Amphitheatre
Flanagans
Patchogue Theatre
Smoke Shack BBQ
Beach Bar
Dover Caterers
Schafers
Sands of Lido
Danfords / Wave
NY Burger
Coral House
Brian Rosenberg NY
Hudson & McCoy
Tommys Place
Tap Room
Flynn's
NYCB Westbury Theater

RESTAURANTS

Claudios
Mio Posto
Passione
Mesita
Tellers Chop House
Irish Coffee Pub
Harbor Crab
J&R Steakhouses
Verace
K Pacho
Monsoon
Black Forest Brew Haus
Palmers
Prime Steak House
Harbor Club
H-2-O

BUSINESSES

Cactus Salons
Nassau County Parks
Clare Rose Beer Distributor
Tax Time Resolutions
Live Nation
Suburban Exterminators
Adventureland
Country Farms / Polo in Park
San Giuseppe Wines
Boening Bros Beer Distributor
Gold Coast Bank
Patchogue C of C
Napoli Marble
Allstar Bartending
Property Tax Reduction
Port Jefferson B.I.D.
Fine Lawyers
Sam Ash Music Stores
Nassau County Craft Shows
C&B Archery
LI Plastic Surgical Group
Ski Plattekill

Ed Moore Advertising

10 Village Drive West
Dix Hills, New York 11746
ph.631 667-5525 fax 631 667-0402

Date: 10/19/2023

Re: Disclosure Statement

Corporate Officers Below:

Christine A. Kenny
President
10 Village Drive West
Dix Hills, NY 11746
631-487-7297

Joseph R Kenny
Vice President
10 Village Drive West
Dix Hills, NY 11746
631-553-8053

COUNTY OF NASSAU

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

1. Name of the Entity: Ed Moore Advertising Agency, Inc

Address: 10 Village Drive West

City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746

Country: US

2. Entity's Vendor Identification Number: 112396029

3. Type of Business: Other (specify) s Corp

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):

1 File(s) uploaded: rfp_disclosure_statement.doc

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

If none, explain.

Christine A Kenny President Dix Hills, NY 51% ownership

Joseph R Kenny VP Dix Hills, NY 11746 49% ownership

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

None

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

New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [] NO [X]

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
Joseph Kenny [EDMOOREADV@AOL.COM]

Dated: 10/13/2023 02:29:19 pm

Title: VP

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

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joseph Kenny state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Ed Moore Advertising Agency Inc.

Vendor's Address: 10 Village Drive West Dix Hills NY US 11746

Vendor's EIN or TIN: 112396029

Forms Submitted:

Political Campaign Contribution Disclosure Form: 10/16/2023 11:01:57 am

Lobbyist Registration and Disclosure Form: 10/13/2023 02:34:49 pm

Business History Form certified: 10/13/2023 02:32:47 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/13/2023 02:29:19 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name Joseph Kenny [EDMOOREADV@AOL.COM]

Date Certified 10/13/2023 02:23:42 pm

Principal Name Christine Kenny [EDMOOREADV@GMAIL.COM]

Date Certified 10/13/2023 02:38:11 pm

I, Joseph Kenny 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 further 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.”

Joseph Kenny EDMOOREADV1@AOL.COM

Name

Vice President

Title

Ed Moore Advertising Agency Inc.

Name of Submitting Entity

10/18/2023 02:24:31 pm

Date

ED MOORE ADVERTISING AGENCY INC.
10 VILLAGE DRIVE WEST
DIX HILLS, NY 11746

1457

1-2/210

DATE

10/16/23

PAY
TO THE
ORDER OF

Nassau County

\$ 533.⁰⁰/₁₀₀

Five hundred thirty three dollars

CHASE

DOLLARS



#

RFP HS09282367

Christine Kenny

FOR

⑈001157⑈ ⑆021000021⑆

836335270⑈



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

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

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

PRODUCER OneGroup NY, Inc 706 N Clinton Street Syracuse NY 13204	CONTACT NAME: Diane Harp PHONE (A/C, No, Ext): 315-457-1830 E-MAIL ADDRESS: dharp@onegroup.com FAX (A/C, No): 315-457-7902
INSURED Ed Moore Advertising Agency, Inc. 10 Village Drive West Huntington Station NY 11746	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11000

COVERAGES**CERTIFICATE NUMBER:** 69493610**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		01SBMAZ1686	5/1/2023	5/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Nassau County is included as additional insured pursuant to written contact.

AC Ocean Walk LLC, Ocean Resort Casino, and each of their subsidiaries and the officers, directors, agents, employees and assigns of each.

CERTIFICATE HOLDER**CANCELLATION**County of Nassau
1550 Franklin Ave.
Mineola NY 11501

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

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

NOTICE OF COMPLIANCE

AVISO DE CUMPLIMIENTO

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE
INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE
WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN
LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL
MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico o psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organización certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana de la Junta.

NYS Workers' Compensation Board
Centralized Mailing
PO Box 5205
Binghamton, NY 13902-5205

Customer Service Line: 877-632-4996

CHAIR/PRESIDENTE
Workers' Compensation Board

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

NYSIF PO Box 66699; Albany, NY 12206 (888) 875-5790			
Effective From (En Vigor Desde)	05/05/2023	To (Hasta)	cancellation cancellation)
Policy No. (Poliza No.)	I 941 542-3		

Name of employer (Nombre de patrono)

ED MOORE ADVERTISING AGENCY INC
10 VILLAGE DRIVE WEST
DIX HILLS NY 11746

THIS NOTICE MUST BE POSTED
CONSPICUOUSLY IN AND ABOUT THE
EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the
employer's place or places of business may result in a \$250
penalty for each violation.

C-105 (9-17)
U30SIF

WORKERS' COMPENSATION BOARD
PRESCRIBED BY CHAIR
STATE OF NEW YORK

www.wcb.ny.gov

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE



JILL NEVIN
COMMISSIONER

OMAYRA PÉREZ, LCSW-R
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

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

TO: Robert Cleary
FROM: Seema Zaki
SUBJECT: Delay Memo for Ed Moore Advertising – CQHS240000-26
DATE: 01/17/24

An RFP was issued on September 28, 2023, for the provision of a Media Broker for a Prevention Messaging Campaign. The proposal for the potential Media Broker were due October 24, 2023. The contract was issued to Ed Moore Advertising on 1/11/24. The signed contract was returned on 1/12/24. Disclosure forms were completed in the Vendor Portal 10/16/23. Contract submitted in ECRS 01/17/24.