

CRIMINAL JUSTICE MEETING
4/23/09
PROBATION AGENDA

OLD BUSINESS: NONE

NEW BUSINESS:

1. Request: Permission for Director of Probation, Robert F. Iusi, Jr., to attend Council of Probation Administrators (COPA) Summer Conference in Lake Placid. Cost of conference will be paid by COPA except for \$50 registration fee and possibly a few meals.

Rationale:

Robert F. Iusi is President-Elect of COPA and is set to be President this June. Warren County Probation has a long history of actively being involved with this organization. COPA Summer Conference provides training to Directors and provides a forum to prepare for lobbying efforts to increase funding to County Probation Departments.

2. Request:

Resolution to enter into a contract with Quest Diagnostics, Inc. for substance abuse lab testing for individuals under Probation Supervision Fees for services to be paid entirely by Probationers.

Rationale:

Lab testing verifies results of positive on-site urine testing and also provides for hair follic testing, ETG testing, etc.

3. Request:

Resolution for Polygraph Services for Level 2&3 Sex Offenders with Northeast Polygraph, Inc. Funds for services provided by NYS Division of Probation and Correctional Alternatives.

Rationale:

Enhances ability to supervise sex offenders in the community and helps with the process of sex offender treatment.
Will also need to rescind Resolution 690 of 2008 with prior Polygraph vendor.

4. Request:

Probation Department is using \$2,000 of sex offender grant money to help fund "Offender Watch" with Warren County Sheriff's Office and Glens Falls Police Department for the initial contract period. We request to use state enhanced sex offender funding in the amount of \$1,166 in the future to be a partner in this project with the above mentioned law enforcement agencies. Total annual cost is \$3,500.

Rationale:

Offender Watch is a privately held web-accessible database that helps with the management of sex offenders in our communities. It involves registration, verification, and community notification throughout Warren County. Probation currently has approximately 55 registered sex offender under supervision.

Information:

The state recently enacted the Rockefeller Drug Reform Law that allows for first time Class B Drug Felons and Class C, D, and E Drug Felons convicted of prior felonies (including offenders with multiple prior felony convictions) to now be sentenced to probation.

It also allows Class B Felons serving an indeterminate term whose maximum exceeds three years to be resentenced to lesser prison terms or probation supervision.

This bill could possibly be a costly procedure for localities as defendants who previously were sentenced to prison could now receive probation supervision and/or local jail time. Further defendants who are to be resentenced are brought back to local jails during the pending of litigation and will be assigned counsel.

This bill has the potential for significant costs to localities with no state funding. NYSAC believes this bill has the potential to render the greatest financial impact to localities under the enacted state budget. NYSAC is interested in hearing from county leadership on this issue.

PENDING: None

SCHEDULE "A"
AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (needs Supervisory Committee authorization)
- Out-Of State (needs Board resolution)

The Criminal Justice hereby authorizes Robert F. Iusi, Jr.

(Supervisory Committee) (Employee Name)

to attend COPA Summer Conference

(Name of meeting or organization)

at Crown Plaza Hotel, Lake Placid, NY

(Address)

on 6/29/09-7/1/09. Mode of transportation to be used County Vehicle

(Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is **not** a county vehicle or mass transportation, please explain:

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ covered by COPA GSA* Rate \$ N/A
- Meal costs - GSA*per diem rate \$ 54.00

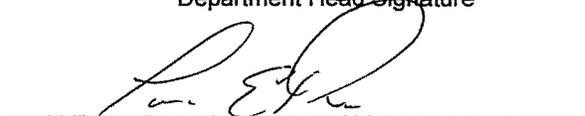
*www.gsa.gov

Date: 4/23/09



Department Head Signature

Date: 4/23/09



Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:



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New York - FY 09

(October 1, 2008 through September 30, 2009)

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website](#) (a non-federal website).

NOTE: If neither the city nor the county is listed, the location is a standard CONUS destination with a rate of \$70.00 for lodging and \$39.00 for meals and incidental expenses (M&IE).

[State Tax Rates & Exemption Forms](#)

[Properties at Per Diem \(FedRooms\)](#)

[View a state map](#) with highlighted areas showing where rates listed below apply. Standard CONUS rates apply elsewhere.

[Select another State](#)

Primary Destination ⁽¹⁾	County ^(2, 3)	Max Lodging (exc. taxes)	+	M&IE Rate	=	Max Per Diem Rate ⁽⁴⁾	First & Last Day (75% of M&IE)
Albany	Albany	111		49		160	36.75
Binghamton / Owego	Broome and Tioga	87		39		126	29.25
Buffalo	Erie	92		54		146	40.5
Floral Park / Garden City / Glen Cove / Great Neck / Roslyn	Nassau	162		64		226	48.0
Glens Falls (October 1 - June 30)	Warren	98		49		147	36.75
Glens Falls (July 1 - August 31)	Warren	150		49		199	36.75
Glens Falls (September 1 - September 30)	Warren	98		49		147	36.75
Ithaca / Waterloo / Romulus	Tompkins and Seneca	102		44		146	33.0
Kingston	Ulster	96		49		145	36.75
Lake Placid (October 1 - May 31)	Essex	111		54		165	40.5

Lake Placid (June 1 - August 31)	Essex	150	54	204	40.5
Lake Placid (September 1 - September 30)	Essex	111	54	165	40.5
Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island) (October 1 - December 31)	Bronx, Kings, New York, Queens, Richmond	360	64	424	48.0
Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island) (January 1 - June 30)	Bronx, Kings, New York, Queens, Richmond	285	64	349	48.0
Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island) (July 1 - August 31)	Bronx, Kings, New York, Queens, Richmond	259	64	323	48.0
Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island) (September 1 - September 30)	Bronx, Kings, New York, Queens, Richmond	360	64	424	48.0
Niagara Falls (October 1 - April 30)	Niagara	79	44	123	33.0
Niagara Falls (May 1 - August 31)	Niagara	97	44	141	33.0
Niagara Falls (September 1 - September 30)	Niagara	79	44	123	33.0
Nyack / Palisades	Rockland	117	49	166	36.75
Poughkeepsie	Dutchess	110	54	164	40.5
Riverhead / Ronkonkoma / Melville / Smithtown / Huntington Station / Amagansett / East Hampton / Montauk / Southampton / Islandia / Commack / Medford / Stony Brook / Hauppauge / Centereach	Suffolk	131	64	195	48.0
Rochester	Monroe	101	44	145	33.0
Saratoga Springs / Schenectady (October 1 - June 30)	Saratoga and Schenectady	106	44	150	33.0
Saratoga Springs / Schenectady (July 1 - August 31)	Saratoga and Schenectady	169	44	213	33.0
Saratoga Springs / Schenectady (September 1 - September 30)	Saratoga and Schenectady	106	44	150	33.0

Syracuse	Onondaga	94	44	138	33.0
Tarrytown / White Plains / New Rochelle / Yonkers	Westchester	164	59	223	44.25
Troy	Rensselaer	97	39	136	29.25
West Point	Orange	114	44	158	33.0

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Also of Interest: [Whitehouse.gov](#) | [Recovery.gov](#) | [USA.gov](#) | [E-Gov.gov](#) | [ExpectMore.gov](#) | [Suggested Government Sites](#)

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Probation

DATE: 4/23/09

- (a) Is this a Result of a Bid or Request for Proposal? No

- (b) Purpose of Contract: Substance Abuse Lab Based Testing Services

- (c) Name of Contractor: Quest Diagnostics Incorporated and its wholly owned subsidiaries

- (d) Address of Contractor: 3 Giralda Farms, Madison, NJ 07940

- (e) Contractor's Contact Person and Telephone Number: Rebecca Dixon, 761-7637

- (f) Has or will the Contract be provided, if so, please attach: Attached

- (g) Commencement Date of Contract: Upon Execution of Contract

- (h) Termination Date of Contract: Open

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Monthly- all fees will be paid entirely by probationers.

- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: Budget Amendment will be needed after contract is executed.

Sample: A.1010 470 Legislative Board – Contract \$xx.xx

Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Agreement for company-sponsored substance abuse testing services (the "Agreement") is made effective as of the 8TH day of APRIL, 2009 by and between Quest Diagnostics Incorporated ("Quest Diagnostics") and WARREN COUNTY PROBATION ("Purchaser"), located at 1340 STATE RTE 9, LAKE GEORGE, NY 12845 and defines the services that Quest Diagnostics will provide Purchaser.

1. DESCRIPTION OF PROTOCOL.

Quest Diagnostics will provide substance abuse testing of Purchaser's urine, oral fluid, blood, and/or hair specimens at a Quest Diagnostics laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA").

2. TEST ORDERS, SPECIMEN COLLECTION AND SPECIMEN TRANSPORTATION.

2.1. TEST ORDERS.

Purchaser will ensure that all substance abuse testing is ordered by a person authorized by Purchaser pursuant to applicable law.

SPECIMEN COLLECTION.

Purchaser will and Quest Diagnostics agrees to provide collection of specimens in the following manner:

- A) Purchaser may choose to refer applicants/employees to Quest Diagnostics' Patient Service Centers ("PSCs") or Preferred Third Party Network Sites ("Preferred Collection Sites") for specimen collections at the additional charges outlined on **Exhibit A**; or
- B) Purchaser may choose to refer applicants/employees to non-preferred, third-party collection facilities, by separate arrangement and at such third-party collection fees as Purchaser shall negotiate.

(To be used when Quest Diagnostics is responsible for Collection management)

- C) Quest Diagnostics assumes full responsibility for selection of non-preferred third-party collection sites and for payment of non-preferred third-party collection fees. Fees outlined for management of collection services are outlined on **Exhibit A** of this Agreement.

2.2 SPECIMEN TRANSPORTATION.

Specimen transportation costs are included in the Fees listed on Exhibit A. If alternate arrangements are made such that Purchaser assumes responsibility for transportation or shipping of specimens to Quest Diagnostics' laboratory, Purchaser must ensure that the specimens are placed in containers designed to minimize the possibility of damage during shipment and must be securely sealed.

3. RESULTS AVAILABILITY AND DELIVERY.

3.1 RESULTS AVAILABILITY.

Quest Diagnostics will release negative test results to the Medical Review Officer ("MRO"), if applicable, or to Purchaser, usually within twenty-four (24) hours **after receipt of the specimen at the testing site**. Quest Diagnostics will release non-negative (e.g. positive) results (or those requiring recheck) to the MRO or authorized contact, if applicable, usually within forty-eight (48) to seventy-two (72) hours **after receipt of the specimen at the testing site**. Where Purchaser utilizes the services of an MRO, Purchaser will provide Quest Diagnostics with written confirmation of the MRO's name, Unique Physician Identification Number (UPIN) and state license number. Holidays and weekend work schedules may alter the schedule of results availability described above.

3.2 RESULTS DELIVERY.

Results will be returned to a recipient designated by Purchaser according to a procedure agreed upon by Purchaser and Quest Diagnostics, including electronic reporting of results. To the extent Quest Diagnostics transmits test results electronically, using Quest Integrated Solutions (QIS 2), Purchaser agrees to execute a separate Employer Solutions Service Agreement (QIS 2 Agreement).

4. SUPPLIES.

Quest Diagnostics will provide to Purchaser certain specimen collection supplies as Quest Diagnostics deems proper to be used exclusively for ordering testing performed by Quest Diagnostics. Quest Diagnostics reserves the right to charge for these supplies when such orders exceed 120% of tests ordered. Custom forms and custom collection supplies are available at additional cost as set forth in **Exhibit A**.

5. CONFIDENTIALITY.

The parties agree that records related to test orders and/or test reports (collectively the "Data") shall be regarded as confidential, and both parties shall comply with all applicable federal and state laws and regulations regarding the use and disposition of such Data. Both parties agree to consider the terms of this Agreement confidential and not disclose any information contained in this Agreement to any outside party unless required by applicable law.

6. FEES AND PAYMENT TERMS.

6.1 FEES AND PAYMENT TERMS.

Quest Diagnostics will invoice Purchaser at the fees set forth in **Exhibit A** in accordance with the specific needs of Purchaser and applicable federal and state statutes and regulations. Purchaser agrees to compensate Quest Diagnostics Net fifteen (15) days Due Upon Receipt of the date of Quest Diagnostics' invoice. Quest Diagnostics reserves the right to charge a finance charge of one and one-half percent (1-1/2%) per month on any thirty (30) day past due balance or the maximum rate that the law permits.

6.2 LITIGATION ASSISTANCE FEES.

Quest Diagnostics is qualified and available to provide litigation assistance for Purchaser at the fees outlined in **Exhibit A** of this Agreement.

7. TERM AND TERMINATION.

This Agreement shall continue from the Effective Date until terminated by either party with or without cause upon thirty (30) days prior written notice to the other party, with the understanding that Quest Diagnostics expressly reserves the right to increase or decrease its fees upon providing Purchaser with at least thirty (30) days advance written notice. Such increases or decreases shall apply with respect to all samples received by Quest Diagnostics after the effective date of such price change.

8. MISCELLANEOUS.

8.1 ASSIGNMENT.

All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation.

8.2. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements and agreements relating to the subject matter hereof.

8.3. INDEPENDENT CONTRACTORS.

It is expressly understood and agreed by the parties hereto that Quest Diagnostics and Purchaser will at all times be and act as independent contractors.

8.4. PRETESTING.

Quest Diagnostics' sports testing policy forbids any person, including a healthcare provider from using Quest Diagnostics laboratory services to engage in pre-testing or otherwise aid any athlete in attempting to avoid detection

of use of banned drugs. "Pre-testing" is the analysis for drugs in order to determine the positive or negative status of an individual's urine prior to the testing of this individual by an athletic governing body or organization, which prohibits or penalizes the use of these drugs. Furthermore, Purchaser and Purchaser's Client represent and warrant that each specimen forwarded to Quest Diagnostics for testing is not for "Pre-testing" as defined above or intended to assist an athlete or individual in avoiding the detection of use of banned drugs, including but not limited to anabolic steroids.

8.5 QUEST DIAGNOSTICS' LOGO/PUBLICITY.

Purchaser shall not use the name or logo of Quest Diagnostics and shall not originate any publicity, news release, or other public announcement, whether written or oral or via the Internet, relating to Quest Diagnostics, this Agreement, any amendment hereto, any prices quoted herein or to any performance hereunder without prior written approval of Quest Diagnostics.

(Only to be used when an MRO is used)

9. SERVICES PERFORMED BY MEDICAL REVIEW OFFICER.

Purchaser acknowledges that it must comply with regulations which mandate the services of a Medical Review Officer ("MRO"). In the event Purchaser requests Quest Diagnostics to include fees for MRO services in its invoice, Quest Diagnostics will do so if agreeable to Purchaser's MRO. Accordingly, Quest Diagnostics will report its results along with a copy of Purchaser's requisition (when required by applicable laws or regulations) to the MRO. The MRO will review and verify the test results and it is the MRO's responsibility to report the results to the appropriate individual designated by Purchaser in accordance with applicable laws and regulations. Purchaser and Quest Diagnostics acknowledge and understand that MRO services are provided by third-party, independent contractor physicians. Quest Diagnostics assumes no responsibility for the adequacy of the performance of MRO services, and Purchaser agrees that it shall have recourse only to the MRO in the event of dissatisfaction, for any reason, with the MRO services provided in connection with this Agreement. Purchaser is responsible to reimburse Quest Diagnostics for any and all tests ordered by the MRO on behalf of Purchaser and performed by Quest Diagnostics pursuant to this Agreement.

(Only to be used where Point of Collection Test Kits are Provided)

10. ON-SITE DRUG/ALCOHOL POINT OF COLLECTION TEST KITS (POCT KITS).

In the event Purchaser desires to purchase POCT products, the provisions included as Exhibit B shall apply.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized agents.

Quest Diagnostics Inc

("Quest Diagnostics")

By: _____

Print Name: _____

Title: _____

Date: _____

WARREN COUNTY PROBATION

("Purchaser")

By: _____

Print Name: _____

Title: _____

Date: _____

Sign Here and Complete Info

**EXHIBIT A
FEES**

PRICING FOR "LAB BASED" TESTING AND SERVICES

Testing protocols will be provided to Purchaser upon request.

Quest Diagnostics is pleased to offer the following pricing:

Description	Test Code	Client Test Code Price:
ACCOUNT SET UP FEE		WAIVED
COLLECTION FEE=[8766]		\$10.00
COLLECTION FEE-Preferred Collection Sites=[35499]		\$14.00
SAP 10-50 GC/MS W/TESTSURE = (35190)		15.00
HAIR 5 PANEL = (19870) (INCL. KIT/SHIPPING SUPPL)		40.00
ETG ALCOHOL TEST = (21430)		30.00
MRO (FULL REVIEW) = (8746)		3.00

SUMMARY OF SERVICES INCLUDED IN ABOVE PRICING

- Where bundled testing is provided, the initial screen and confirmation of all positives by GC/MS is included in the Test Code Price above.
- Transportation of **ALL** specimens to laboratory (international shipping provided at an additional charge).
- Supplies for specimen collection.
- Handling of rejected specimens or those otherwise unfit for testing.
- Retention of positive specimens in frozen storage for a minimum period of one year.

SUMMARY OF SERVICES AVAILABLE AT AN ADDITIONAL CHARGE

- *TestSure™* quantitative adulteration detection panel.
- Custom Requisitions (non-standard requisitions).
- Custom Supplies.
- Reporting of hard-copy results in a method other than faxing or electronic transmission (if delivered by overnight commercial courier, U.S. Mail, etc.).

LITIGATION ASSISTANCE WILL BE CHARGED AS FOLLOWS:

- Expert Witness \$1000.00/day
\$125.00/hour after eight hours
Plus Travel expenses
- Deposition (On site at Quest Diagnostics' Lab) \$125.00/Hour
- Test Documentation Packet (Litigation Packet) \$250.00/Package
- Record Retrieval \$50.00/Record

Please note:

- Prices contained within this proposal are offered for 30 days from the proposal date.
- Bundled pricing is based on positive rate of up to 5%.

EXHIBIT B
Point of Collection Test (POCT Provisions)

Quest Diagnostics Incorporated ("Quest Diagnostics") will provide the On-Site Drug/Alcohol POCT product to the following Purchaser, subject to the following provisions:	
ACCT NUMBER (if existing):	
PURCHASER ADDRESS:	WARREN COUNTY PROBATION 1340 STATE RTE 9
CITY, STATE, ZIP:	LAKE GEORGE , NY 12845
PURCHASER CONTACT:	REBECCA DIXON
TELEPHONE NUMBER:	518-761-7657
FAX NUMBER:	518-761-7698
QUEST DIAGNOSTICS REPRESENTATIVE:	ANNA HALTEMAN

PRICING TERMS: Purchaser agrees to purchase, pay for and receive the actual quantity of POCT kits ordered at the above referenced Total Purchase Price.

Product Number	Product Name	Price Per Kit
POC0051	HAIR KIT W/SHIPPING SUPPLIES	0.00

SHIPPING TERMS: The entire order can be shipped within thirty (30) days of the execution and acceptance of this Agreement. Partial shipment of the order is also available; please indicate the quantity to be shipped.

RETURN TERMS: The On-Site Drug POCT product is not returnable, for other than the following reasons or except as otherwise required by applicable law:

- ❖ Device is defective;
- ❖ Units were received damaged or incomplete; and/or
- ❖ Units were delivered to Purchaser past the marked expiration date as indicated on the POCT Device.

No refunds will be issued for returned devices. Devices returned for any of the above reasons will be replaced at no additional cost to Purchaser. In the event Quest Diagnostics or you discontinue or terminate the Agreement or this Exhibit, you will be obligated to pay for any POCT kits provided to you prior to the discontinuance or termination of services.

LEGISLATIVE/REGULATORY CHANGE: In the event federal or state legislative and/or regulatory changes impact Quest Diagnostics' ability to provide Point Of Collection Test devices, Quest Diagnostics will retain the right, upon prior written notice to client, to immediately amend the Agreement or this Exhibit to fully comply with any legislative or regulatory changes, including termination of this Exhibit where applicable. This Exhibit may be terminated separate and apart from the underlying Agreement.

Use of POCT kits for workplace drug testing is not authorized in every state or U.S. territory. Purchaser is solely responsible for determining if the POCT kits can be used in a specific state or if the POCT kit is restricted in any given state. Purchaser agrees that Purchaser will not use the POCT kit in a state where such use is unlawful or for a purpose which is unlawful.

INTENDED USE: POCT test devices provide only a preliminary analytical test result and a more specific alternative method must be used to obtain a confirmed result (e.g., GC/MS confirmation). Purchaser can make arrangements for Quest Diagnostics to provide such confirmatory testing.

INDEMNIFICATION: Quest Diagnostics and Purchaser will each indemnify, defend and hold the other harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to the negligent and/or willful acts and/or omissions of such party, its employees, servants and/or agents related to such POCT devices, kits, or POCT testing. The provisions of this paragraph shall survive termination of the Agreement or this Exhibit.

INSURANCE: Quest Diagnostics and Purchaser each agree to maintain, each at its own expense, comprehensive general and professional liability insurance or with respect to Quest Diagnostics only, self-insurance as may be necessary to protect itself and its employees, agents or representatives against any claims, liabilities, expenses, damages or judgments, including malpractice or negligence, that might arise out of this Exhibit including any liability or expense resulting from the indemnification obligation of that party as set forth above.

WARREN COUNTY
REQUEST FOR VENDOR NUMBER/VENDOR CHANGE

Department Probation
Date 4/21/09

Please include COMPLETE remittance address :

NEW VENDOR:

Name: Quest Diagnostics Clinical Laboratories, Inc.

One time vendor? Yes or No

Address # 1: 1201 S. Collegeville Road

Address # 2:

City : Collegeville

State : PA

Zip : 19426

Federal ID or Social Security # : 38-2084239
1099 ?

18391

Check one: No

If yes, please check one: 01 - Rent 06 - Medical 14 - Attorney Fees 07 - All other

Service being provided: Drug Testing

UPDATE/CHANGE:

CHANGE THIS:

Old Vendor Number :

Name:

Address # 1:

Address # 2:

City :

State :

Zip :

Federal ID or Social Security # :

TO THIS:

Name:

Address # 1:

Address # 2:

City :

State :

Zip :

Federal ID or Social Security # :

(You must not change this number without permission from the PURCHASING office !!)

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Quest Diagnostics Clinical Laboratories, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1201 S. Collegeville RD

City, state, and ZIP code
Collegeville, PA 19426

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	38 2084239

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Maureen Waples* Date ▶ *2/4/2009*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

888-520-8949

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Probation

DATE: 4/23/09

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: Polygraph Services for Level 2&3 Registered Sex Offender
- (c) Name of Contractor: Northeast Polygraph, Inc.
- (d) Address of Contractor: 55 Pulver Avenue, Ravena, NY 12143
- (e) Contractor's Contact Person and Telephone Number: Ron Hotaling, 281-4550
- (f) Has or will the Contract be provided, if so, please attach: No
- (g) Commencement Date of Contract: Upon Execution of Contract
- (h) Termination Date of Contract: to continue upon state funding of enhanced supervision of sex offender funding.
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$300 per polygraph
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: Budget Amendment will be needed when contract is executed and when NYS Division of Probation and Correctional Alternatives notifies of funding amount.

Sample: A.1010 470 Legislative Board – Contract \$xx.xx

Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Probation Department

DATE: April 23, 2009

- (a) Purpose of Contract Change: To rescind resolution for polygraph services with Hudson Valley Polygraph Services.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 690 of 2008
- (c) Name of Contractor: Hudson Valley Polygraph Services
- (d) Address of Contractor: PO Box Claryville, NY 12521
- (e) Contractor's Contact Person and Telephone Number: James O'Connell
(518)851-2859
- (f) Commencement Date of Extension: N/A
- (g) Termination Date of Extension: N/A
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

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