

E-185-19 E-185-19

NIFS ID:CLHE19000002 Department: Health

Capital:

SERVICE: Medicaid billing for Preschool Special Education

Contract ID #:CQHE15000004

NIFS Entry Date: 01-JUL-19

Term: from 01-JAN-15 to 31-DEC-19

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: James McGuinness & Associates Inc.	Vendor ID#:
Address:	Contact Person:
	Phone: (The least of the least
	Phone: ()

Department:	
Contact Name: Deneen Jenkins	
Address: 200 County Seat Drive	
Mineola, NY 11501	201
Phone: 516-227-8610	
	8 78

Routing Slip

Department	NIFS Entry: X	01-JUL-19 DJENKINS
Department	NIFS Approval: X	10-JUL-19 DJENKINS
DPW Capital Fund Approved:		
ОМВ	NIFA Approval: X	22-JUL-19 CNOLAN
ОМВ	NIFS Approval: X	10-JUL-19 NGUMIENIAK
County Atty.	Insurance Verification: X	15-JUL-19 AAMATO
County Atty.	Approval to Form: X	10-JUL-19 MMISRA
СРО	Approval: X	22-JUL-19 KOHAGENCE

Approval: X	23-JUL-19 JCHIARA
Approval: X	26-JUL-19 KROSE-LOUDER
Approval/Review: X	28-AUG-19 JSCHANTZ
Approval:	
Comptroller Deputy:	
NIFA Approval:	
	Approval: X Approval/Review: X Approval: Deputy:

Contract Summary

Purpose: The Contractor will provide Medicaid billing services for the Preschool Special Education Program based on selection from RFP No. HE1001-1428. The Preschool Special Education Program provides services to children who are 3 to 5 years old with developmental delays and/or educational needs. Eligibility is based on the results of a multi-disciplinary evaluation that is at no direct cost to the family. The local school district's Committee on Preschool Special Education (CPSE) determines eligibility, recommends appropriate special education and/or related services and creates an Individualized Education Program (IEP) for each eligible child. Contractor to identify Medicaid eligible cases and identify billable services provided. Contractor will obtain service records produce claims and track all claims and payments and prepare management reports for Nassau County Department of Health.

Method of Procurement: Method of Procurement:

The vendor for this contract was chosen based on an evaluation of five proposals submitted from posted RFP No. 1001-1428 and a published Newsday classified ad. Review included evaluation of capacity and experience. In addition, payment for services is determined by the amount of revenue generated by billable Medicaid claims produced.

Procurement History: Contractor¿s selection was also based on experience and services provided satisfactorily for clients historically.

Description of General Provisions: The Contractor will process claims for Medicaid reimbursement of services provided in the mandated Preschool Special Education Program. The Contractor will: Identify children receiving services and their eligibility; Obtain all necessary required documentation from providers and submit claims; Reconcile claims and report to Nassau County Fiscal agent; Communicate and train providers to better maximize reimbursement; Produce regular financial reports; Screen for referrals; transfers and eligible students; As needed, compliant with Medicaid in Education Claiming/Billing handbook.

Impact on Funding / Price Analysis: Additional funding increase of \$280,00.00 for the collection of additional Medicaid revenue. Encumbering total amount of 63,379. \$9,600 for 2017 and \$53,779.00 for 2018

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		
Fund:	GEN	
Control:	54	
Resp:	5400	
Object:	DE511	
Transaction:	109	
Project #:		
Detail:		

FUNDING SOURCE	AMOUNT
Revenue	X
Contract:	
County	\$ 63, <u>379.00</u>
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00

CODE	AMOUNT
HEGEN5400 DE511	\$ 9,600.00
HEGEN5400 DE511	\$ 53,779.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
	HEGEN5400 DE511

		\$ 0.00
RENEWAL	TOTAL \$63,379.00	TOTAL \$ 63,379.00
% Impunga		
Increase %		
Decrease		
Decrease		

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NIFA Nassau County Interim Finance Authority

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

2. Dollar amount requiring NIFA approval: \$280000	
Amount to be encumbered: \$63375	
This is a Amendment	
If new contract - \$ amount should be full amount of contract If advisement – NIFA only needs to review if it is increasing funds ab If amendment - \$ amount should be full amount of amendment only	pove the amount previously approved by NIFA
3. Contract Term: 01/01/2015 - 12/31/2019 Has work or services on this contract commenced? Y	
If yes, please explain: providing Medicaid billing revenue has con expected, need to increase contract to pay for services	ne in higher than
4. Funding Source:	
X General Fund (GEN) Grant Fund (GF Capital Improvement Fund (CAP) Other	RT) Federal % 0 State % 0 County % 100
Is the cash available for the full amount of the contract? If not, will it require a future borrowing?	Y N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A
5. Provide a brief description (4 to 5 sentences) of the item for v	which this approval is requested:
The Contractor will provide Medicald billing services for the Preschool Special Educion Contractor to identify Medicaid eligible cases and identify billable services provided, claims and payments and prepare management reports for Nassau County Departments.	ation Program based on selection from RFP No. HE1001-14 Contractor will obtain service records produce claims and tr nent of Health.
6. Has the item requested herein followed all proper procedure	es and thereby approved by the:
Nassau County Attorney as to form Y	

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

	Contract ID:	Date	Amount
١			

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 deliberation s.

CNOLAN ...

22-JUL-19

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.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY HEALTH DEPARTMENT, AND
JAMES MCGUINNESS & ASSOCIATES, INC. ("MCGUINNESS")

WHEREAS, the County has negotiated an amendment to a personal services agreement with McGuinness to provide Medicaid billing services for the Preschool Special Education Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to agreement with McGuinness.

Jack Schnirman Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: James McGuinness & Associates, Inc.
CONTRACTOR ADDRESS: 1482 Erie Blvd, Schenectady, New York 12305
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("□") after one of the following roman numerals, and provide all the requested information.
I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons on
committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

II. It is is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on August 11, 2015 [date]. This is enewal or extension pursuant to the contract, or an amendment within the scope of the contract or REcopies of the relevant pages are attached). The original contract was entered in fter a written request for proposals was issued 10/6/2014. Contract/REP #HE1001-1428	P
[descri	he.
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluated of the contractor's performance for any contract to be renewed or extended. If the contractor has neceived a satisfactory evaluation, the department must explain why the contractor should nevertheless bermitted to continue to contract with the county.	on iot
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.	
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:	
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.	
V. \square Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.	
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.	; ; ;
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).	
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract	t

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI. In This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.
VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. Vendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees: \[\begin{array}{cccccccccccccccccccccccccccccccccccc
7-1-19 Date



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 Collerk, the Comptroller, the District Attorney, or any County Legislator?				
YES NO X If yes, to what campaign committee?				
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.				
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.				
The undersigned further certifies and affirms that the contribution(s) to the compaign committees identified charge ware				

made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

	Electronically signed and certified at the date and time indicated by: James McGuinness [JMCGUINNESS@JMCGUINNESS.COM]			
Dated:	05/15/2019 02:52:45 PM	Vendor:	James McGuinness & Assoc., Inc.	
		Title:	Chairman	

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 guestion, 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

James McGuinness

Principal Name:James McGuinness						
Date of birth:						
Home address:	K-00-7459-745-75					
City:		State:	Zip Code:			
Business Address:	1482 Erie Blvd					
City; Schenectady		State: NY	Zip Code: 12305			
Telephone: (518	3) 393-3635					
Other present address	s(es):					
City:		State:	Zip Code:			
Telephone:						
List of other addresse	s and telephone numbers	attached				
Positions held in subn	nitting husingss and startir	ng date of each (check all ap	nlicable)			
1 Osigons field in Subfi		ig date of each (check all ap	· ·			
President		Treasurer	05/01/1979			
Chairman of Board	05/01/1979	Shareholder	05/01/1979			
Chief Exec. Officer	05/01/1979	Secretary	05/01/1979			
Chief Financial Office		Partner				
Vice President						
Vice President (Other)						
Vice President (Other) Do you have an equity YES X NO I own all the stock. Are there any outstand	y interest in the business s If Yes, provide de	submitting the questionnaire? tails. any other form of security or ou and the business submitti	lease or any other type of			
Vice President (Other) Do you have an equity YES X NO I own all the stock. Are there any outstand contribution made in vice the stock in the stock	y interest in the business s If Yes, provide de ding loans, guarantees or whole or in part between ye	submitting the questionnaire? tails. any other form of security or ou and the business submitti	lease or any other type of			
Vice President (Other) Do you have an equity YES X NO I own all the stock. Are there any outstancontribution made in vYES NO Within the past 3 year	y interest in the business s If Yes, provide de ding loans, guarantees or whole or in part between your and the control of t	submitting the questionnaire? tails. any other form of security or ou and the business submittitails. pal owner or officer of any bu?	lease or any other type of			
Vice President (Other) Do you have an equity YES X NO I own all the stock. Are there any outstancontribution made in v YES NO Within the past 3 year other than the one sub	y interest in the business so If Yes, provide deding loans, guarantees or whole or in part between you X If Yes, provide desonations, have you been a principomitting the questionnaire	submitting the questionnaire? tails. any other form of security or ou and the business submittitails. pal owner or officer of any bu?	lease or any other type of ng the questionnaire?			
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Vice President (Other) Do you have an equity YES X NO I own all the stock. Are there any outstancontribution made in v YES NO Within the past 3 year other than the one sub YES NO Has any governmenta	ding loans, guarantees or whole or in part between you s, have you been a princip mitting the questionnaire X If Yes, provide default of the local state of the local	submitting the questionnaire? tails. any other form of security or ou and the business submittitails. pal owner or officer of any bu? tails. cacts to a business or organizer?	lease or any other type of ng the questionnaire?			

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.

Page 1 of 4

	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 hich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
been last 7 years initla YES all qu	
9. a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
been prosé to ac	dition to the information provided in response to the previous questions, in the past 5 years, have you the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local ecuting or investigative agency and/or the subject of an investigation where such investigation was related tivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed sponse to Question 5? NO X If yes, provide an explanation of the circumstances and corrective action taken.
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to Qu typė (dition to the information provided, in the past 5 years has any business or organization listed in response lestion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other of investigation by any government agency, including but not limited to federal, state, and local regulatory cies while you were a principal owner or officer? NO X If yes, provide an explanation of the circumstances and corrective action taken.
In the	e past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 any sanction imposed as a result of judicial or administrative proceedings with respect to any professional se held? NO X If yes, provide an explanation of the circumstances and corrective action taken.
	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X If yes, provide an explanation of the circumstances and corrective action taken.

١,	James McGuinness , hereby acknowledge that a materially false statement			
Wil	Ifully 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.				
Ĭ,	James McGuinness , hereby certify that I have read and understand all the			
ite	ms contained in this form; that I supplied full and complete answers to each item therein to the best of my			
kno	owledge, information and belief; that I will notify the County in writing of any change in circumstances occurring			
and	er the submission of this form; and that all information supplied by me is true to the best of my knowledge,			
Into	ormation and belief. I understand that the County will rely on the information supplied in this form as additional			
mo	lucement to enter into a contract with the submitting business entity.			
CE	RTIFICATION			
	MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS			
α	JESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE			
W.	TH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON			
MA	AKING THE FALSE STATEMENT TO CRIMINAL CHARGES.			
	TO SHIP TO SHIMINAL SHARGES.			
Jar	mes McGuinness & Associates, Inc.			
	me of submitting business			
	•			
Ele	ectronically signed and certified at the date and time indicated by:			
Jar	mes McGuinness [JMCGUINNESS@JMCGUINNESS.COM]			
· · · · · · · · · · · · · · · · · · ·	airman Of The Board			
Titl	le			
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Da	te			

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

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Zip Code:	12305
Zip Code:	
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	Zip Code:

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.

Page 1 of 4 Rev. 3-2016

In the in wh	ich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?
	YES NO X 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
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	YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
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c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not
••	i limited to, failure to meet pre-qualification standards?
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4	taken.
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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 X If yes, provide an explanation of the circumstances and corrective action
	taken.
	· volto:
rears nitiate /ES	NO X If 'Yes', provide details for each such instance. (Provide a detailed response to
rears nitiate rES all que	year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever ed?
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	f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
10.	been prose to act	dition to the information provided in response to the previous questions, in the past 5 years, have you the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local cuting or investigative agency and/or the subject of an investigation where such investigation was related ivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed ponse to Question 5? NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	to Qu type c	dition to the information provided, in the past 5 years has any business or organization listed in response estion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other of investigation by any government agency, including but not limited to federal, state, and local regulatory cies while you were a principal owner or officer? NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	had a licens	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 ny sanction imposed as a result of judicial or administrative proceedings with respect to any professional se held?
	YES	NO X If yes, provide an explanation of the circumstances and corrective action taken.
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13.		ne past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X If yes, provide an explanation of the circumstances and corrective action taken.

Page **3** of **4** Rev. 3-2016

I, Timothy Frament , 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, Timothy Frament , 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.
James McCilinary 8 Associate
James McGuinness & Associates
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Timothy Frament [TFRAMENT@JMCGUINNESS.COM]
THIOLITY FTAILIGHT (WOINTOGOTHINESS.COM)
Vice President
Title
05/23/2019 03:12:56 PM
Date

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

Principal Nan	ne: Chri	s Weis						
Date of birth:								
Home address	ss: T							
City:				State:	7.7	Zir	Code:	
Business Add	dress:	1482 Erie Blvd						
City: Scher	nectady			State:	NY	Zir	Code:	12305
Telephone:	(518)	393-3635						
Other presen	t address(e	es):						
City:				State:		Zip	Code:	
Telephone:								
		•	umbers attached			P 13.A		
	d in submit	ting business ar	nd starting date of	·		olicable)		
President				Treasu				
Chairman of I				Shareh				
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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.

Page 1 of 4 Rev. 3-2016

a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
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	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Chris Weis , 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, Chris Weis , 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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WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
James McCitinness and Approjetes
James McGuinness and Associates
Name of submitting business
Electronically signed and partified at the date and time indicated by
Electronically signed and certified at the date and time indicated by:
Chris Weis [CWEIS@JMCGUINNESS.COM]
Vice President - Commercial Applications
Title
05/23/2019 02:53:50 PM
Date

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.

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1.	Principal Name: <u>Peter W. Bombard</u>		
	Date of birth:		
	Home address:		
	City:	State: _	Zip Code:
	Business Address: 1482 Erie Blvd	01 (10)	7' 0 1 10005
	City:, Schenectady	State: NY	Zip Code: 12305
	Telephone: (518) 393-3635		
	Other present address(es):	Choles	7:- Codo
	City: Telephone:	State:	Zip Code:
	List of other addresses and telephone numbers at	tachod	
	List of other addresses and telephone numbers at	ttacheu	
2.	Positions held in submitting business and starting	date of each (check all app	licable)
	President	Treasurer	
	Chairman of Board	Shareholder	
	Chief Exec. Officer	Secretary	
	Chief Financial Officer	Partner	
	Vice President 02/27/2014		
	(Other)		
3.	Do you have an equity interest in the business sub	•	
	YES NO X If Yes, provide detail	ils.	
4.	Are there any outstanding loans, guarantees or ar	ny other form of security or k	ease or any other type of
	contribution made in whole or in part between you		
	YES NO X If Yes, provide detail	ils.	•
c	NACHALIS AND SOCIAL OF SOCIAL SOCIALI		
5.	Within the past 3 years, have you been a principal other than the one submitting the questionnaire?	owner or officer or any bus	iness or notior-profit organization
		ile.	
	YES NO X If Yes, provide detail	IIS.	
6.	Has any governmental entity awarded any contrac	ets to a business or organiza	ation listed in Section 5 in the past
٠.	3 years while you were a principal owner or officer	-?	alon licted in occiton o in the past
	YES NO X If Yes, provide detail		

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.

Page 1 of 4 Rev. 3-2016

In the	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 hich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Door doclored in default and/autominated for
υ.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
	YES NO X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
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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 X If yes, provide an explanation of the circumstances and corrective action taken.
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	f. In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X 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 X 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter W. Bombard , 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, Peter W. Bombard , 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.
OEDTICIO ATION
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.
WARRING THE FACOL OTATEMENT TO ORIMINAL OFFICES.
James McGuinness & Associates, Inc.
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Peter W Bombard [PBOMBARD@JMCGUINNESS.COM]
Vice President, Consulting Services
Title
05/23/2019 02:51:52 PM
Date

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: William C. Smith		
	Date of birth:		
	Home address:		
	City;	State:	Zip Code:
	Buşiness Address: 1482 Erie Blvd.		
	City: Schenectady	State: <u>NY</u>	Zip Code: <u>12305</u>
	Telèphone: (518) 393-3635		
	Other present address(es):		
	Citý:	State:	Zip Code:
	Telephone:		
	List of other addresses and telephone numbers a	tached	
2.	Positions held in submitting business and starting	date of each (check all ap	oplicable)
	D 11 (
	President 02/27/2014	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 su		?
	YES NO X If Yes, provide deta	ils.	
,	A. G. C. P. I.	(1) C C (1)	
4.	Are there any outstanding loans, guarantees or a		
	contribution made in whole or in part between you		ing the questionnaire?
	YES NO X If Yes, provide deta	ils.	
5.	Within the past 3 years, have you been a principa	lowner or officer of any bu	usinges or notfor profit organization
J.	other than the one submitting the questionnaire?	Towner or officer or any bi	asiness of notion-profit organization
	YES NO X If Yes, provide deta	ilo	
	1E3 NO A II Tes, provide deta	115.	
6.	Has any governmental entity awarded any contract	cts to a business or organi	zation listed in Section 5 in the past
	3 years while you were a principal owner or office		
	YES NO X If Yes, provide deta		

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.

Page 1 of 4

in wh a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action
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b.	Poor dealared in default and/ar targeingted for appear on any contract, and/ar had any contract
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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?
į	YES NO X 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 act pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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I, William C. Smith, President , 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, William C. Smith, President , 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.
James McGuinness & Associates
Name of submitting business
Electronically signed and certified at the date and time indicated by: William C. Smith, President [BSMITH@JMCGUINNESS.COM]
President
Title
05/23/2019 02:49:25 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	: 05/21/2019					
1)	1) Proposer's Legal Name:James McGuinness & Associates, Inc.					
2)	Address of Place of Business: 1482 Erie Blvd					
	City: Schenectady State: NY Zip Code: 12305					
3)	Mailing Address (if different):					
	City: State: Zip Code:					
	Phone:					
	Does the business own or rent its facilities? Rent If other, please provide details:					
4)	Dun and Bradstreet number:					
5)	Federal I.D. Number:					
6)	The proposer is a: Corporation (Describe)					
7)	Does this business share office space, staff, or equipment expenses with any other business? YES NO X If yes, please provide details:					
8)	Does this business control one or more other businesses? YES NO X 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 X 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 X 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 X If yes, state date, court jurisdiction, amount of liabilities and amount of assets					

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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 X 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 X 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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending? YES NO X 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 X 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 X 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 X 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 NOX 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

	flict of Interest:
a)	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expre
	state "No conflict exists."
	(i) Any material financial relationships that your firm or any firm employee has that may create a cor
	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 m
	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
	interest would not exist for your firm in the future.
	We review every contract for the potential of Conflict Of Interest and cross-correlate each contract
	against the corresponding prior contracts with other counties. Additionally, our auditor also examine
	our contracts for conflict of interest issues.
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	vi) Annual revenue of firm; 3000000				
	vii) Summary of relevant accomplishments Significant software development projects for GE,UNISYS, Chicago Tribune, Banks, Insurance Companies, NYSDOH,as well as 41 separate NY Counties and 55 agencies providing therapy.				
B.	Indicate number	er of years in business.			
C. Provide any other information which would be appropriate and helpful in determining the Proposer' and reliability to perform these services. We know how to do this work.					
D.	Provide names and addresses for no fewer than three references for whom the Proposer has provided single services or who are qualified to evaluate the Proposer's capability to perform this work.				
	Address City Telephone	NYS DOH Bradley Hutton Room 695 Corning Tower Albany State NY (518) 473-4371			
	Fax # E-Mail Address	s bjh08@Health.NY.Gov			
	Company Contact Person Address City Telephone Fax #	Suffolk County Dept. Of Health Frank cCluskey 3500 Sunrise Hwy, Suite 124, PO Box 9006 Great River (631) 854-0129			
		Frank.McCluskey@SuffolkCountyNY.gov			
	Company Contact Person Address City Telephone Fax #	320 State Street Schenectady State NY (518) 381-3639			
	E-Mail Address	MPitnell@TrustcoBank.com			

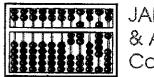
I, James McGuinness , I willfully or fraudulently made in connection with this form may any affiliated entities non-responsible, and, in addition, may su					
I. James McGuinness , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.					
CERTIFICATION					
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.					
Name of submitting business:	ssociates, Inc.				
Electronically signed and certified at the date and time indicated by: James McGuinness, Chairman [JMCGUINNESS@JMCGUINNESS.COM]					
Chairman	•				
Title					
05/21/2019 11:45:51 AM					
Date	·				

Page **5** of **5** Rev. 3-2016

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Microsoft Partner

Microsoft



JAMES MCGUINNESS & ASSOCIATES INC. Consultants

1482 Erie Boulevard • Schenectady, New York 12305 • 518 393-3635

May 16, 2019

Linda D. Rennie, Director Office of children with Special Needs Nassau County Department of Health 60 Charles Lindbergh Blvd, Suite 100 Uniondale, NY 11553-3683

- 1.) We are a privately held "C" corporation incorporated in New York State.
- 2.) Our Tax-Id is
- 3.) While our statements are not public information, we hereby attest to the following assertions.
 - a. All federal tax requirements have been met.
 - b. All state tax requirements have been met.
 - c. All payroll tax requirements have been met.
 - d. We are not under investigation by any authority.
 - e. We are not in dispute with any taxing agencies.
 - f. We are neither the defendant nor the plaintive in any litigation.
 - g. Our Accounts Payable are current.

Sworn to By:

James McGuinness, Treasurer

this 16th day of May, 2019

ELL
E OF NEW YORK
CITADY COUNTY
1599 21/18022

AMENDED AND RESTATED BY-LAWS

OF

JAMES MCGUINNESS & ASSOCIATES, INC.

ARTICLE I OFFICES

The office of the corporation shall be located in the City of Schenectady, County of Schenectady, State of New York. The corporation may also have offices at such other places within or without the State of New York as the board may from time to time determine or the business of the corporation may require.

ARTICLE II SHAREHOLDERS

- 1. <u>Place of Meetings</u>. Meetings of shareholders shall be held at the office of the corporation or at such other place within or without the State of New York as the board shall authorize.
- 2. <u>Annual Meetings</u>. The annual meeting of the shareholders shall be held on the 1st day of June at 2:00 P.M. in each year if not a legal holiday, and, if a legal holiday, then on the next business day following at the same hour, when the shareholders shall elect a board of directors and transact such other business as may properly come before the meeting.
- 3. Special Meetings. Special meetings of the shareholders may be called by the board or by the chairman and shall be called by the chairman or the secretary at the request in writing of a majority of the board or at the request in writing by shareholders owning a majority in amount of the shares issued and outstanding and entitled to vote, which request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting of the shareholders shall be confined to the purpose or purposes set forth in the notice of such meeting.
- 4. Fixing Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the board shall fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action. If no record date is fixed it shall be determined in accordance with the provisions of law.
- 5. <u>Notice of Shareholders' Meetings</u>. Written notice of each meeting of shareholders shall state the purpose or purposes for which the meeting is called, the place, date and hour of the meeting and, unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the

person or persons calling the meeting. Notice shall be given either personally or by mail to each shareholder entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the secretary a written request that notices to him be mailed to some other address, then directed to him at such other address. If, at any meeting, action is proposed to be taken which would, if taken, entitle shareholders fulfilling the requirements of Section 623 of the Business Corporation Law of the State of New York to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law of the State of New York or an outline of its material terms. If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

- 6. <u>Waivers.</u> Notice of meeting need not be given to any shareholder who signs a waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such shareholder.
- 7. Quorum of Shareholders. Unless the certificate of incorporation provides otherwise, the holders of a majority of the shares entitled to vote thereat shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, the holders of a majority of the shares of such class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.
- 8. Adjourned Meetings. The shareholders present at a meeting may adjourn the meeting despite the absence of a quorum. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made, such determination shall apply to any adjournment thereof, unless the board fixes a new record date for the adjourned meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice.
- 9. <u>List of Shareholders at Meeting</u>. A list of shareholders as of the record date, certified by the secretary or an assistant secretary or by the corporation's transfer agent, if there be one, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons

challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- 10. Voting. Except as otherwise required by applicable law or as provided in the certificate of incorporation, at each and every meeting of the shareholders, every shareholder shall be entitled to vote in person or by proxy appointed by an instrument in writing. Every shareholder of record shall be entitled to one vote for every share standing in his name on the record of shareholders. Directors shall be elected by a plurality of the votes cast at a meeting of the shareholders by the holders of shares entitled to vote in the election, and any other corporate action to be taken by vote of the shareholders shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.
- 11. Proxies. Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be in writing and signed by the shareholder or his attorney-in-fact. No proxy shall be valid after expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.
- Inspectors at Shareholders' Meetings. The board, in advance of any shareholders' 12. meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat, shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.
- 13. Written Consent of Shareholders. Whenever under the Business Corporation Law of the State of New York or the Certificate of Incorporation, the shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the number of shareholders having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. This section shall not be construed to alter or modify any provision of Business Corporation Law, the Certificate of Incorporation or these By-Laws, if any, under which the consent of greater than a majority of the shareholders is required for a

particular corporate action.

ARTICLE III DIRECTORS

- 1. Board of Directors. Subject to any provision in the certificate of incorporation, the business of the corporation shall be managed under the direction of its board of directors, each of whom shall be at least eighteen years of age. Directors need not be shareholders of the corporation.
- 2. Number of Directors. The number of directors constituting the entire board shall be that number as established from time to time by the shareholders. The number of directors initially constituting the entire board shall be one (1), and subject to the provisions of the preceding sentence, may thereafter be increased or decreased by action of a majority of the entire board subject to the limitation that no such decrease in the number of directors shall shorten the term of any incumbent director.
- 3. <u>Election and Term of Directors</u>. At each annual meeting of the shareholders, the shareholders shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he is elected, and until his successor has been elected and qualified, or until his prior resignation or removal.
- 4. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring in the board by reason of the removal of directors without cause shall be filled by vote of the shareholders unless otherwise provided in the certificate of incorporation. A director elected to fill a vacancy shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business, and until his successor has been elected and qualified.
- 5. <u>Removal of Directors</u>. Any or all of the directors may be removed for cause by vote of the shareholders or by action of the board. Directors may be removed without cause only by vote of the shareholders.
- 6. Resignation of Directors. A director may resign at any time by giving written notice to the board, the chairman or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer. The acceptance of a resignation shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a director.
- 7. Quorum of Directors. Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business.

- 8. <u>Action of the Board</u>. Unless otherwise required by law or the certificate of incorporation, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote regardless of the number of shares, if any, which he may hold.
- 9. Place and Time of Board Meetings. The board may hold its meetings at the office of the corporation or at such other places, either within or without the State of New York, as it may from time to time determine.
- 10. Regular Annual Meeting. A regular annual meeting of the board shall be held immediately following the annual meeting of shareholders at the place of such annual meeting of shareholders.
- 11. Notice of Meetings of the Board: Adjournment. Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the chairman upon three (3) days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two (2) directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.
- 12. <u>Action by Board of Directors by Written Consent</u>. Any action required or permitted to be taken by the board or any committee thereof may be taken without a meeting if all members of the board or the committee consent in writing to the adoption of a resolution authorizing the action.
- 13. <u>Director and Committee Action by Conference Telephone</u>. Any one or more members of the board or any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.
- 14. <u>Committees of the Board</u>. The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three (3) or more directors, and each of which, to the extent provided in such resolution, shall have all the authority of the board, except as to the following matters:
- (1) The submission to shareholders of any action that needs shareholders' approval under the Business Corporation Law of the State of New York.
 - (2) The filling of vacancies in the board of directors or in any committee.

- (3) The fixing of compensation of the directors for serving on the board or on any committee.
 - (4) The amendment or repeal of the by-laws, or the adoption of new by-laws.
- (5) The amendment or repeal of any resolution of the board which by its terms shall not be so amendable or repealable.

The board may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee. Each such committee shall serve at the pleasure of the board.

- 15. <u>Compensation of Directors</u>. No compensation shall be paid to directors, as such, for their services, but by resolution of the board, a fixed sum and expenses of actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.
- 16. <u>Interested Directors</u>. (a) No contract or other transaction between the corporation and one or more of its directors, or between the corporation and any other corporation, firm, association or other entity in which one or more of its directors are directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such director or directors are present at the meeting of the board, or of a committee thereof, which approves such contract or transaction, or that his or their votes are counted for such purpose:
- (1) If the material facts as to such director's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the board or committee, and the board or committee approves such contract or transaction by a vote sufficient for such purpose without counting the vote of such interested director or, if the votes of the disinterested directors are insufficient to constitute an act of the board as defined in Section 708 of the Business Corporation Law of the State of New York, by unanimous vote of the disinterested directors; or
- (2) If the material facts as to such director's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the shareholders entitled to vote thereon, and such contract or transaction is approved by vote of such shareholders.
- (b) If such good faith disclosure of the material facts as to the director's interest in the contract or transaction and as to any such common directorship, officership or financial interest is made to the directors or shareholders, or known to the board or committee or shareholders approving such contract or transaction, as provided in paragraph (a) above, the contract or transaction may not be avoided by the corporation for the reasons set forth in said paragraph (a). If there was no such disclosure or knowledge, or if the vote of such interested director was necessary for the approval of such contract or transaction at a meeting of the board or committee at which it was approved, the

corporation may avoid the contract or transaction unless the party or parties thereto shall establish affirmatively that the contract or transaction was fair and reasonable as to the corporation at the time it was approved by the board, a committee or the shareholders.

(c) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board or of a committee which approves such contract or transaction.

ARTICLE IV OFFICERS

- 1. Offices; Election; Term. The officers of the corporation shall be a chairman, president, one (1) or more vice presidents, a secretary and a treasurer, and such other officers as the board may determine, each of whom shall be elected or appointed by the board and shall have such duties, powers and functions as hereinafter provided. Any two or more offices may be held by the same person. When all of the issued and outstanding stock of the corporation is owned by one person, such person may hold all or any combination of offices. Each officer shall hold office for the term for which he is elected or appointed, and until his successor has been elected or appointed and qualified, or until his earlier resignation or removal.
- 2. <u>Chairman</u>. The chairman shall be the chief executive officer of the corporation. He shall preside at all meetings of the shareholders and of the board. He shall be an ex officio member of all standing committees and shall, in general, supervise, manage, and control all of the business and affairs of the corporation, subject to the control of the board. He shall have power to sign certificates representing shares of the corporation and to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees of the corporation, subject to the control of the board. He shall perform all the duties usually incident to the office of chairman.
- 3. President. During the absence or disability of the chairman, the president shall perform the duties and exercise the powers of the chairman. He shall have power to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees of the corporation, subject to the control of the board. He shall also have such powers and perform such duties as may be delegated to him by the chairman or prescribed by the board.
- 4. <u>Vice President</u>. The vice president, or, if there be more than one, the executive vice president, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. The vice president(s) shall have such powers and perform such duties as may be delegated to him by the chairman or prescribed by the board.
- 5. <u>Secretary</u>. The secretary shall keep the minutes of all meetings of the board, and the minutes of all meetings of the shareholders, and also, unless otherwise directed, the minutes of all meetings of committees in books provided for that purpose. He shall give, or cause to be given, notice of all meetings of shareholders and directors, and all other notices required by law or by these by-laws, and in case of his absence or refusal to do so, any such notice may be given by any person thereunto

directed by the chairman or by the directors or shareholders upon whose requisition the meeting is called. He shall have charge of the corporate books and records. He shall have custody of the seal of the corporation, if any, and affix the same to all instruments requiring it when authorized by the directors or the chairman, and attest the same. He shall file all written requests that notices be mailed to shareholders at an address other than that which appears on the record of shareholders. He shall sign with the chairman all certificates representing shares of the corporation. And he shall, in general, perform all the duties incident to the office of secretary.

- The treasurer shall have custody of all funds, securities, evidences of indebtedness and other valuable documents of the corporation; when necessary or proper he shall endorse on behalf of the corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the corporation in such bank or banks or depository as the board may designate. He shall receive and give or cause to be given receipts and acquittances for moneys paid in on account of the corporation and shall pay out of the funds on hand all just debts of the corporation of whatever nature upon maturity of the same; he shall enter or cause to be entered in books of the corporation to be kept for that purpose full and accurate accounts of all moneys received and paid out on account of the corporation, and whenever required by the chairman or the directors, he shall render a statement of his accounts. He shall keep or cause to be kept such other books as will show a true record of the expenses, losses, gains, assets and liabilities of the corporation; he shall at all reasonable times exhibit his books and accounts to any director of the corporation upon application at the office of the corporation during business hours; he shall sign with the chairman certificates representing shares of the corporation; he shall perform all other duties and acts incident to the office of treasurer. He shall, if required by the board, give the corporation security for the faithful performance of his duties in such sum and with such surety as the board may determine.
- 7. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and the assistant treasurers, if there be any, may sign with the chairman, certificates representing shares of the corporation. The assistant secretaries and the assistant treasurers shall have such other powers and shall perform such other duties as may be assigned to them by the board, the chairman or by the secretary or treasurer, respectively. In the absence or disability of the secretary or the treasurer, the assistant secretary or the assistant treasurer, respectively, shall perform all their duties and exercise all their powers. The assistant treasurer may be required to give security for the faithful performance of his duties in such sum and with such surety as the board may require.
- **8.** Removal of Officers. Any officer elected or appointed by the board may be removed by the board with or without cause.
- 9. <u>Vacancies</u>. If the office of any officer becomes vacant, the directors may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term of his predecessor and until his successor is elected or appointed and qualified.
- 10. <u>Compensation of Officers</u>. The officers shall receive such salary or compensation as may be determined by the board. No officer shall be precluded from receiving any compensation by reason of the fact that he is also a director of the corporation.

ARTICLE V SHARES

- Certificates Representing Shares. The shares of the corporation shall be represented by certificates in such form as shall be prepared or approved by the board and shall be numbered consecutively. The certificates shall be signed by the chairman, president or a vice president and the secretary or an assistant secretary or the treasurer or an assistant treasurer of the corporation, then serving at the time of issuance. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be an officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of issue. Each certificate shall state upon the face thereof: (1) that the corporation is formed under the laws of the State of New York; (2) the name of the person or persons to whom issued; and (3) the number and class of shares, and the designation of the series, if any, which such certificate represents.
- 2. <u>Lost, Destroyed and Stolen Share Certificates</u>. Any person claiming a certificate representing shares to be lost, apparently destroyed or wrongfully taken shall make an affidavit or affirmation of that fact, and, if required by the board, shall give the corporation an indemnity bond in such form and in such amount as the board may determine, to protect it or any person injured by the issue of the new certificate from any liability or expense which it or they may incur by reason of the original certificate remaining outstanding, whereupon a new certificate may be issued of the same tenor and for the same number of shares as the one alleged to be lost, destroyed or wrongfully taken if the claimant so requests prior to notice to the corporation that the lost, apparently destroyed or wrongfully taken certificate has been acquired by a bona fide purchaser.
- 3. Transfer of Shares. The certificated shares of the corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates duly endorsed or accompanied by evidence of succession, assignment or authority to transfer shall be surrendered to the corporation by the delivery thereof to the person in charge of the list of shareholders and the transfer books and ledgers, or the transfer agent, or to such other person as the board may designate, by whom they shall be canceled, and new certificates shall thereupon be issued. A record shall be made of each transfer, and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer on the record of shareholders of the corporation.
- 4. Record of Shareholders. The corporation shall keep at its office in this state or at the office of its transfer agent or registrar in this state, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof in written form or in any other form capable of being converted into written form within a reasonable time. The corporation shall be protected in treating the persons in whose names shares stand on the record of shareholders as the owners thereof for all purposes, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the State of New York.

ARTICLE VI AMENDMENT AND REPEAL OF BY-LAWS

Except as provided in the certificate of incorporation, the by-laws may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of directors. By-laws may also be adopted, amended or repealed by the board, but any by-law adopted by the board may be amended or repealed by the shareholders entitled to vote thereon as herein provided.

ARTICLE VII MISCELLANEOUS PROVISIONS

- 1. <u>Fiscal Year</u>. The fiscal year of the corporation shall begin on the first day of January and terminate on the 31st day of December in each calendar year.
- 2. <u>Dividends</u>. The board may, but shall not be required to, declare, and the corporation may pay, dividends in cash or its bonds or its property, including the shares or bonds of other corporations, on its outstanding shares. Such dividends may be declared or paid out of surplus only and upon such terms and conditions provided by the certificate of incorporation or by-law. Before the declaration and payment of any dividend, there may be set aside out of the surplus available for dividends such sum or sums as the directors, from time to time, in their absolute discretion, think proper, as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors shall think conducive to the interests of the corporation.
- 3. <u>Execution of Instruments</u>. All checks, drafts, notes, contracts or other obligations of the corporation shall be signed or countersigned, executed, verified, or acknowledged by the chairman or such of the officers of the corporation or by such other person or persons as may be authorized by the board.
- 4. <u>Reference to Certificate of Incorporation</u>. References in these by-laws to the certificate of incorporation shall include all amendments thereto or changes thereof unless specifically excepted.

AMENDED AND RESTATED BY-LAWS

OF

JAMES MCGUINNESS & ASSOCIATES, INC.

ARTICLE I OFFICES

The office of the corporation shall be located in the City of Schenectady, County of Schenectady, State of New York. The corporation may also have offices at such other places within or without the State of New York as the board may from time to time determine or the business of the corporation may require.

ARTICLE II SHAREHOLDERS

- 1. <u>Place of Meetings</u>. Meetings of shareholders shall be held at the office of the corporation or at such other place within or without the State of New York as the board shall authorize.
- 2. Annual Meetings. The annual meeting of the shareholders shall be held on the 1st day of June at 2:00 P.M. in each year if not a legal holiday, and, if a legal holiday, then on the next business day following at the same hour, when the shareholders shall elect a board of directors and transact such other business as may properly come before the meeting.
- 3. Special Meetings. Special meetings of the shareholders may be called by the board or by the chairman and shall be called by the chairman or the secretary at the request in writing of a majority of the board or at the request in writing by shareholders owning a majority in amount of the shares issued and outstanding and entitled to vote, which request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting of the shareholders shall be confined to the purpose or purposes set forth in the notice of such meeting.
- 4. Fixing Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the board shall fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action. If no record date is fixed it shall be determined in accordance with the provisions of law.
- 5. <u>Notice of Shareholders' Meetings</u>. Written notice of each meeting of shareholders shall state the purpose or purposes for which the meeting is called, the place, date and hour of the meeting and, unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the

person or persons calling the meeting. Notice shall be given either personally or by mail to each shareholder entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the secretary a written request that notices to him be mailed to some other address, then directed to him at such other address. If, at any meeting, action is proposed to be taken which would, if taken, entitle shareholders fulfilling the requirements of Section 623 of the Business Corporation Law of the State of New York to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law of the State of New York or an outline of its material terms. If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

- 6. <u>Waivers.</u> Notice of meeting need not be given to any shareholder who signs a waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such shareholder.
- 7. Quorum of Shareholders. Unless the certificate of incorporation provides otherwise, the holders of a majority of the shares entitled to vote thereat shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, the holders of a majority of the shares of such class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.
- 8. Adjourned Meetings. The shareholders present at a meeting may adjourn the meeting despite the absence of a quorum. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made, such determination shall apply to any adjournment thereof, unless the board fixes a new record date for the adjourned meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice.
- 9. <u>List of Shareholders at Meeting</u>. A list of shareholders as of the record date, certified by the secretary or an assistant secretary or by the corporation's transfer agent, if there be one, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons

challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- 10. <u>Voting</u>. Except as otherwise required by applicable law or as provided in the certificate of incorporation, at each and every meeting of the shareholders, every shareholder shall be entitled to vote in person or by proxy appointed by an instrument in writing. Every shareholder of record shall be entitled to one vote for every share standing in his name on the record of shareholders. Directors shall be elected by a plurality of the votes cast at a meeting of the shareholders by the holders of shares entitled to vote in the election, and any other corporate action to be taken by vote of the shareholders shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.
- 11. Proxies. Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be in writing and signed by the shareholder or his attorney-in-fact. No proxy shall be valid after expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.
- Inspectors at Shareholders' Meetings. The board, in advance of any shareholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat, shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.
- 13. Written Consent of Shareholders. Whenever under the Business Corporation Law of the State of New York or the Certificate of Incorporation, the shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the number of shareholders having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. This section shall not be construed to alter or modify any provision of Business Corporation Law, the Certificate of Incorporation or these By-Laws, if any, under which the consent of greater than a majority of the shareholders is required for a

particular corporate action.

ARTICLE III DIRECTORS

- 1. <u>Board of Directors</u>. Subject to any provision in the certificate of incorporation, the business of the corporation shall be managed under the direction of its board of directors, each of whom shall be at least eighteen years of age. Directors need not be shareholders of the corporation.
- 2. Number of Directors. The number of directors constituting the entire board shall be that number as established from time to time by the shareholders. The number of directors initially constituting the entire board shall be one (1), and subject to the provisions of the preceding sentence, may thereafter be increased or decreased by action of a majority of the entire board subject to the limitation that no such decrease in the number of directors shall shorten the term of any incumbent director.
- 3. <u>Election and Term of Directors</u>. At each annual meeting of the shareholders, the shareholders shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he is elected, and until his successor has been elected and qualified, or until his prior resignation or removal.
- 4. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring in the board by reason of the removal of directors without cause shall be filled by vote of the shareholders unless otherwise provided in the certificate of incorporation. A director elected to fill a vacancy shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business, and until his successor has been elected and qualified.
- 5. <u>Removal of Directors</u>. Any or all of the directors may be removed for cause by vote of the shareholders or by action of the board. Directors may be removed without cause only by vote of the shareholders.
- 6. Resignation of Directors. A director may resign at any time by giving written notice to the board, the chairman or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer. The acceptance of a resignation shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a director.
- 7. Quorum of Directors. Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business.

- 8. <u>Action of the Board</u>. Unless otherwise required by law or the certificate of incorporation, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote regardless of the number of shares, if any, which he may hold.
- 9. <u>Place and Time of Board Meetings</u>. The board may hold its meetings at the office of the corporation or at such other places, either within or without the State of New York, as it may from time to time determine.
- 10. Regular Annual Meeting. A regular annual meeting of the board shall be held immediately following the annual meeting of shareholders at the place of such annual meeting of shareholders.
- Notice of Meetings of the Board; Adjournment. Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the chairman upon three (3) days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two (2) directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.
- 12. <u>Action by Board of Directors by Written Consent</u>. Any action required or permitted to be taken by the board or any committee thereof may be taken without a meeting if all members of the board or the committee consent in writing to the adoption of a resolution authorizing the action.
- 13. <u>Director and Committee Action by Conference Telephone</u>. Any one or more members of the board or any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.
- 14. <u>Committees of the Board</u>. The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three (3) or more directors, and each of which, to the extent provided in such resolution, shall have all the authority of the board, except as to the following matters:
- (1) The submission to shareholders of any action that needs shareholders' approval under the Business Corporation Law of the State of New York.
 - (2) The filling of vacancies in the board of directors or in any committee.

- (3) The fixing of compensation of the directors for serving on the board or on any committee.
 - (4) The amendment or repeal of the by-laws, or the adoption of new by-laws.
- 3 (5) The amendment or repeal of any resolution of the board which by its terms shall not be so amendable or repealable.

The board may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee. Each such committee shall serve at the pleasure of the board.

- Compensation of Directors, No compensation shall be paid to directors, as such, for their services, but by resolution of the board, a fixed sum and expenses of actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.
- 16. <u>Interested Directors</u>. (a) No contract or other transaction between the corporation and one or more of its directors, or between the corporation and any other corporation, firm, association or other entity in which one or more of its directors are directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such director or directors are present at the meeting of the board, or of a committee thereof, which approves such contract or transaction, or that his or their votes are counted for such purpose:
- (1) If the material facts as to such director's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the board or committee, and the board or committee approves such contract or transaction by a vote sufficient for such purpose without counting the vote of such interested director or, if the votes of the disinterested directors are insufficient to constitute an act of the board as defined in Section 708 of the Business Corporation Law of the State of New York, by unanimous vote of the disinterested directors; or
- (2) If the material facts as to such director's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the shareholders entitled to vote thereon, and such contract or transaction is approved by vote of such shareholders.
- (b) If such good faith disclosure of the material facts as to the director's interest in the contract or transaction and as to any such common directorship, officership or financial interest is made to the directors or shareholders, or known to the board or committee or shareholders approving such contract or transaction, as provided in paragraph (a) above, the contract or transaction may not be avoided by the corporation for the reasons set forth in said paragraph (a). If there was no such disclosure or knowledge, or if the vote of such interested director was necessary for the approval of such contract or transaction at a meeting of the board or committee at which it was approved, the

corporation may avoid the contract or transaction unless the party or parties thereto shall establish affirmatively that the contract or transaction was fair and reasonable as to the corporation at the time it was approved by the board, a committee or the shareholders.

(c) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board or of a committee which approves such contract or transaction.

ARTICLE IV OFFICERS

- 1. Offices: Election: Term. The officers of the corporation shall be a chairman, president, one (1) or more vice presidents, a secretary and a treasurer, and such other officers as the board may determine, each of whom shall be elected or appointed by the board and shall have such duties, powers and functions as hereinafter provided. Any two or more offices may be held by the same person. When all of the issued and outstanding stock of the corporation is owned by one person, such person may hold all or any combination of offices. Each officer shall hold office for the term for which he is elected or appointed, and until his successor has been elected or appointed and qualified, or until his earlier resignation or removal.
- 2. <u>Chairman</u>. The chairman shall be the chief executive officer of the corporation. He shall preside at all meetings of the shareholders and of the board. He shall be an ex officio member of all standing committees and shall, in general, supervise, manage, and control all of the business and affairs of the corporation, subject to the control of the board. He shall have power to sign certificates representing shares of the corporation and to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees of the corporation, subject to the control of the board. He shall perform all the duties usually incident to the office of chairman.
- 3. President. During the absence or disability of the chairman, the president shall perform the duties and exercise the powers of the chairman. He shall have power to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees of the corporation, subject to the control of the board. He shall also have such powers and perform such duties as may be delegated to him by the chairman or prescribed by the board.
- 4. <u>Vice President</u>. The vice president, or, if there be more than one, the executive vice president, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. The vice president(s) shall have such powers and perform such duties as may be delegated to him by the chairman or prescribed by the board.
- 5. Secretary. The secretary shall keep the minutes of all meetings of the board, and the minutes of all meetings of the shareholders, and also, unless otherwise directed, the minutes of all meetings of committees in books provided for that purpose. He shall give, or cause to be given, notice of all meetings of shareholders and directors, and all other notices required by law or by these by-laws, and in case of his absence or refusal to do so, any such notice may be given by any person thereunto

directed by the chairman or by the directors or shareholders upon whose requisition the meeting is called. He shall have charge of the corporate books and records. He shall have custody of the seal of the corporation, if any, and affix the same to all instruments requiring it when authorized by the directors or the chairman, and attest the same. He shall file all written requests that notices be mailed to shareholders at an address other than that which appears on the record of shareholders. He shall sign with the chairman all certificates representing shares of the corporation. And he shall, in general, perform all the duties incident to the office of secretary.

- The treasurer shall have custody of all funds, securities, evidences of indebtedness and other valuable documents of the corporation; when necessary or proper he shall endorse on behalf of the corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the corporation in such bank or banks or depository as the board may designate. He shall receive and give or cause to be given receipts and acquittances for moneys paid in on account of the corporation and shall pay out of the funds on hand all just debts of the corporation of whatever nature upon maturity of the same; he shall enter or cause to be entered in books of the corporation to be kept for that purpose full and accurate accounts of all moneys received and paid out on account of the corporation, and whenever required by the chairman or the directors, he shall render a statement of his accounts. He shall keep or cause to be kept such other books as will show a true record of the expenses, losses, gains, assets and liabilities of the corporation; he shall at all reasonable times exhibit his books and accounts to any director of the corporation upon application at the office of the corporation during business hours; he shall sign with the chairman certificates representing shares of the corporation; he shall perform all other duties and acts incident to the office of treasurer. He shall, if required by the board, give the corporation security for the faithful performance of his duties in such sum and with such surety as the board may determine.
- Assistant Secretaries and Assistant Treasurers. The assistant secretaries and the assistant treasurers, if there be any, may sign with the chairman, certificates representing shares of the corporation. The assistant secretaries and the assistant treasurers shall have such other powers and shall perform such other duties as may be assigned to them by the board, the chairman or by the secretary or treasurer, respectively. In the absence or disability of the secretary or the treasurer, the assistant secretary or the assistant treasurer, respectively, shall perform all their duties and exercise all their powers. The assistant treasurer may be required to give security for the faithful performance of his duties in such sum and with such surety as the board may require.
- 8. Removal of Officers. Any officer elected or appointed by the board may be removed by the board with or without cause.
- 9. <u>Vacancies</u>. If the office of any officer becomes vacant, the directors may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term of his predecessor and until his successor is elected or appointed and qualified.
- 10. <u>Compensation of Officers</u>. The officers shall receive such salary or compensation as may be determined by the board. No officer shall be precluded from receiving any compensation by reason of the fact that he is also a director of the corporation.

ARTICLE V SHARES

- 1. Certificates Representing Shares. The shares of the corporation shall be represented by certificates in such form as shall be prepared or approved by the board and shall be numbered consecutively. The certificates shall be signed by the chairman, president or a vice president and the secretary or an assistant secretary or the treasurer or an assistant treasurer of the corporation, then serving at the time of issuance. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be an officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of issue. Each certificate shall state upon the face thereof: (1) that the corporation is formed under the laws of the State of New York; (2) the name of the person or persons to whom issued; and (3) the number and class of shares, and the designation of the series, if any, which such certificate represents.
- 2. <u>Lost, Destroyed and Stolen Share Certificates</u>. Any person claiming a certificate representing shares to be lost, apparently destroyed or wrongfully taken shall make an affidavit or affirmation of that fact, and, if required by the board, shall give the corporation an indemnity bond in such form and in such amount as the board may determine, to protect it or any person injured by the issue of the new certificate from any liability or expense which it or they may incur by reason of the original certificate remaining outstanding, whereupon a new certificate may be issued of the same tenor and for the same number of shares as the one alleged to be lost, destroyed or wrongfully taken if the claimant so requests prior to notice to the corporation that the lost, apparently destroyed or wrongfully taken certificate has been acquired by a bona fide purchaser.
- 3. Transfer of Shares. The certificated shares of the corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates duly endorsed or accompanied by evidence of succession, assignment or authority to transfer shall be surrendered to the corporation by the delivery thereof to the person in charge of the list of shareholders and the transfer books and ledgers, or the transfer agent, or to such other person as the board may designate, by whom they shall be canceled, and new certificates shall thereupon be issued. A record shall be made of each transfer, and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer on the record of shareholders of the corporation.
- 4. Record of Shareholders. The corporation shall keep at its office in this state or at the office of its transfer agent or registrar in this state, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof in written form or in any other form capable of being converted into written form within a reasonable time. The corporation shall be protected in treating the persons in whose names shares stand on the record of shareholders as the owners thereof for all purposes, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the State of New York.

ARTICLE VI AMENDMENT AND REPEAL OF BY-LAWS

Except as provided in the certificate of incorporation, the by-laws may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of directors. By-laws may also be adopted, amended or repealed by the board, but any by-law adopted by the board may be amended or repealed by the shareholders entitled to vote thereon as herein provided.

ARTICLE VII MISCELLANEOUS PROVISIONS

- 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January and terminate on the 31st day of December in each calendar year.
- 2. <u>Dividends</u>. The board may, but shall not be required to, declare, and the corporation may pay, dividends in cash or its bonds or its property, including the shares or bonds of other corporations, on its outstanding shares. Such dividends may be declared or paid out of surplus only and upon such terms and conditions provided by the certificate of incorporation or by-law. Before the declaration and payment of any dividend, there may be set aside out of the surplus available for dividends such sum or sums as the directors, from time to time, in their absolute discretion, think proper, as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors shall think conducive to the interests of the corporation.
- 3. <u>Execution of Instruments</u>. All checks, drafts, notes, contracts or other obligations of the corporation shall be signed or countersigned, executed, verified, or acknowledged by the chairman or such of the officers of the corporation or by such other person or persons as may be authorized by the board.
- 4. Reference to Certificate of Incorporation. References in these by-laws to the certificate of incorporation shall include all amendments thereto or changes thereof unless specifically excepted.

COUNTY OF NASSAU

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

1. Name of the E	intity: James McGui	nness & Assoc., Inc.			
Address: 1482	2 Erie Blvd.				
City: Schene	ctady	State	e: <u>NY</u>	Zip Code:	12305
2. Entity's Vendo	or Identification Number:	14-1614849			
3. Type of Busine	ess: Closely Held Cor	p (spe	cify)	***************************************	
body, all partners	d addresses of all princi s and limited partners, a I liability companies (atta	Il corporate officers, all	parties of Joint V		
See attached file YES	· · /				
First Name Last Name	James McGuinness				
MI	WicOuli friess	Suff	ix		
Address	1482 Erie Blvd.	Our			
City	Schenectady	Stat	e NY	Zip Code	12305
Position	Chairman of Board				
individual, list the 10K in lieu of cor If none, explain. James McGuinne 6. List all affiliate	d addresses of all share individual shareholders individual shareholders in pleting this section. ess, Chairman of the Bod and related companie	s/partners/members. If a part (786 Downing Streets and their relationship	a Publicly held Co et, Niskayuna, N\ to the firm entere	orporation, include a 7 12309) ed on line 1. above (if none, enter
performance of t previously disclo	a separate disclosure for his contract. Such discloused that participate in the sed that participate in the 	sure shall be updated t	o include affiliate	any that may take p d or subsidiary com	art in the panies not
None					
"None." The term to influence - or p legislators or con Commission. Sur property subject	ts whose services were n "lobbyist" means any a promote a matter before nmittees, including but r ch matters include, but a to County regulation, pr sel or agent of the Count	and every person or org - Nassau County, its a not limited to the Open S are not limited to, reque ocurements. The term "	anization retained gencies, boards, Space and Parks sts for proposals, lobbyist" does no	d, employed or desi- commissions, depa Advisory Committe development or im t include any office	gnated by any client rtment heads, e and Planning provement of real director, trustee,
Ar YE	e there lobbyists involve ES NO X	ed in this matter?			
_(a) Name, title, business a	ddress and telephone i	number of lobbyis	st(s):	

(b) D	escribe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
	, g, o. cash seed solon for a complete description of looplying activities.
(c) Li	st whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New
YORK	State):
ICATION:	This section must be signed by a principal of the consultant, contractor or Vendor authorized as a

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: James McGuinness [JMCGUINNESS@JMCGUINNESS.COM]

Dated:

05/16/2019 02:43:18 PM

Title:

Chairman of the Board

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

AMENDMENT NO. IV

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment")	
dated as of the date (the "Effective Date") that this Amendment is executed by	,
Nassau County, between (i) Nassau County, a municipal corporation having its principal offic	e:e
at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of	of
the County Department of Health, having its principal office at 200 County Seat Drive, Mineol	a.
New York 11501 (the "Department"), and (ii) James McGuinness & Associates, Inc., and hav	ina
an office at 1482 Eric Boulevard, Schenectady, New York 12305 (the "Contractor").	

WITNESSETH:

WHEREAS, pursuant to County contract number CQHE15000004 between the County and the Contractor, executed on behalf of the County on August 11, 2015 as amended by amendment number one, County contract amendment number CLHE16000002, executed on behalf of the County on July 11, 2016, as amended by amendment number two, County contract amendment number CLHE17000001, executed on behalf of the County on April 28, 2017, and as amended by amendment number three, County contract amendment CLHE17000004, executed on behalf of the County on December 5, 2017 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached as Appendix B to the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2019, unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Sixty-five Thousand Six Hundred Dollars (\$665,600.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Original Agreement by increasing the Maximum Amount and amend the Compliance with the Law Section of the Original Agreement.

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

- 1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Eighty Thousand Dollars (\$280,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Agreement (the "Amended Agreement") shall be Nine Hundred Forty-five Thousand Six Hundred Dollars (\$945,600.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable as set forth in Appendix A-1 of third amendment to the Original Agreement, identified as CLHE17000004.
- 2. <u>Partial Encumbrance</u>. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the



term of this Amended Agreement. Contractor further acknowledges that the first encumbrance shall be Sixty-three Thousand Three Hundred Seventy-nine Dollars (\$63,379.00). Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

- 3. Compliance with Law. Section 6 of the Original Agreement entitled "Compliance with Law" is hereby amended to add the following subsections:
 - (e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement,
 - (f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- 4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

STATE OF NEW YORK)
On the day of May in the year 20/9 before me personally came
in the year 2017 before me personally came with the control of the country of the country of the country of the corporation described herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC WAR A MELL NOTARY PUBLIC, STATE OF NEW YOR OUALIFIED IN SCHENECTADY COUNTY OTME 49 18599 MY COMMISSION EXPIRES 2/1/20
STATE OF NEW YORK)
)ss.; COUNTY OF NASSAU)
On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James 1	Mc Guinn	ess, Ch	igirman	05/31/19
Name and Title			Chaviman	m/d/yy 0.5/21/19
Signature			ssociates. Inc	Date
Name of Orga	nization		•	
1482 Address of Org	ERTE ganization	Blub.	Schenectody,	NY 12305

CJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/10/2019

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.

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Alb	pany, NY 12205	-		E-MAIL	n@hmsacen	CV.COM	- 1 - 0	
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	If yes, describe under DESCRIPTION OF OPERATIONS below				<u></u>	E.L. DISEASE - POLICY LIMIT	 \$	1,000,000
Α	The Hartford		01SBAAR0103	07/01/201	07/01/2020		· · · ·	1,000,000
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THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

May 16, 2019

County of Nassau Department of Health 60 CHARLES LINDBERGH BLVD UNIONDALE NY 11553-3653

Account Information:

Policy Holder Details : JAMES MCGUINNESS & ASSOCIATES, INC.



Business Service Center

Business Hours: Monday - Friday (7AM - 7PM Central Standard Time)

Phone: (866) 467-8730 Fax: (888) 443-6112

Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only)	1b. Business Telephone Number of Insured
JAMES MCGUINNESS & ASSOC	1c. NYS Unemployment Insurance Employer
1482 ERIE BLVD SCHENECTADY NY 12305	Registration Number of Insured
Work Location of Insured (Only required if coverage is specifically	1d. Federal Employer Identification Number of Insured or Social Security Number
limited to certain locations in New York State, i.e. a Wrap-Up Policy)	
1	
Name and Address of the Entity Requesting Proof of	3a. Name of Insurance Carrier
Coverage (Entity Being Listed as the Certificate Holder)	The Hartford Casualty Insurance Company
County of Nassau Department of Health	29424
60 CHARLES LINDBERGH BLVD UNIONDALE NY 11553-3653	3b. Policy Number of Entity Listed in Box "1a"; 01 WEC TQ4913
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3c. Policy effective period:
	03/01/2019 to03/01/2020
	3d. The Proprietor, Partners or Executive Officers are
	☑ Included. (Only check box if all partners/officers included)
This certifies that the insurance carrier indicated above in box	☐ all excluded or certain partners/officers excluded.
workers' compensation under the New York State Workers' Conbe listed under Item 3A on the INFORMATION PAGE of Insurance Carrier or its licensed agent will send this Certificate holder in box "2".	the workers' compensation insurance policy). The
The insurance carrier must notify the above certificate holder a policy is canceled due to nonpayment of premiums or within premiums that cancel the policy or eliminate the insured from may be sent by regular mail.) Otherwise, this Certificate is insurance carrier or its licensed agent, or until the policy ex	30 days IF there are reasons other than nonpayment of the coverage indicated on this Certificate. (These notices valid for one year after this form is approved by the
This certificate is issued as a matter of information only and co does not amend, extend or alter the coverage afforded by the p beyond those contained in the referenced policy.	nfers no rights upon the certificate holder. This certificate olicy listed, nor does it confer any rights or responsibilities
This certificate may be used as evidence of a Worker's Compolicy is in effect.	pensation contract of insurance only while the underlying
Please Note: Upon cancellation of the workers' compens continues to be named on a permit, license or contract issuithat certificate holder with a new Certificate of Workers' Cothe business is complying with the mandatory covera Compensation Law.	ued by a certificate holder, the business must provide compensation Coverage or other authorized proof that
Under penalty of perjury, I certify that I am an authorized re referenced above and that the named insured has the cover	presentative or licensed agent of the insurance carrier age as depicted on this form.
Approved by: Danielle Clausen	
(print name of authorized represer	ntative or licensed agent of insurance carrier)
Approved by: _ Danielle Chausan	05/16/2019
(Signature)	(Date)
Title: Operations Manager	

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are <u>NOT</u> authorized to issue it.

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Ca	arrier or Licensed Insurance Agent of that Carrier
1a. Legal Name and Address of Insured (Use street address only) JAMES MCGUINESS AND ASSOCIATES INC 1482 ERIE BLVD SCHENECTADY, NY 12305	1b. Business Telephone Number Of Insured
Work Location Of Insured (Only required If coverage Is specifically limited To certain locations In New York State, i.e., a Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured Or Social Security Number
Name and Address of the Entity Requesting Proof Of Coverage(Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier
COUNTY OF NASSAU DEPARTMENT OF HEALTH 60 CHARLES LINDBERGH BLVD UNIONDALE, NY 11553	WESCO INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a.": 0173919
A ₁	3c. Policy effective period: 5/15/2019 to 12/31/2020
4. Policy provides the following benefits: A. Both disability and paid family leave benefits. B. Disability benefits only. C. Paid family leave benefits only. 5. Policy covers: A. All of the employer's employees eligible under the NYS B. Only the following class or classes of employer's emplo Under penalty of perjury, I certify that I am an authorized representative referenced above and that the named insured has NYS Disability and/o as described above. Date Signed 5/15/2019 By	yees:
	ntative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 800-535-2711 Title	Vice President
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signe representative or NYS Licensed Insurance Agent of that directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT of the NYS Disability and Paid Family Leave Benefits L Workers' Compensation Board, Plans Acceptance Unit	at carrier, this certificate is COMPLETE. Mail it COMPLETE for purposes of Section 220, Subd. 8 aw It must be mailed for completion to the
PART 2.To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)
State of New York Workers' Compensation	Board
According to information maintained by the NYS Workers' Compensation complied with the NYS Disability and Paid Family Leave Benefits Law v	on Board, the above-named employer has
Date Signed By(Signature of Authority	d NYS Workers' Compensation Board Employee)
Telephone NumberTitle	u NTS vvorkers: Compensation Board Employee)

Plase Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: James McGuinness & Associates, Inc.
CONTRACTOR ADDRESS: 1482 Erie Boulevard, Schenectady, NY 12305
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\sum") after one of the following coman numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] on
date]. The sealed bids were publicly opened on [date] [#] of ealed bids were received and opened.
I. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on
Cotential proposers were made aware of the availability of the RFP by and on the County procurement website. Proposals were due on () proposals were received and evaluated. The evaluation committee consisted of: The proposals were scored and ranked. As a esult of the scoring and ranking the highest-ranking proposer was relected.

III. It is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on August 11, 2015 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 10/6/2014. Contract/RFP #HE1001-1428 [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the country.
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
□ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner,
□ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

 \square D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal2agreement.

VI.

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

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

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

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

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

0-6-1J

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



NASSAU COUNTY DEPARTMENT OF HEALTH 106 CHARLES LINDBERGH BLVD, UNIONDALE, NY 11553

Contractor Evaluation Form

Contract Number: CQHE15000004	<u> </u>	
Contract Name: James McGuinne	ss & Associates	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Service Provided: Medicaid Billing Se	rvices for Preschool S _I	pecial Education Program
Evaluation Period: From: 1/1/201	7 To:	12/31/2017
Evaluator's Name, Title, Phone #:	Linda D. Rennie,	Director, OCSN, 227.8648
Date: 9/11/17		

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

	Unsatis-	Poor	Fair	Good	Excellent
PERFORMANCE	factory	2	3	4	5
EVALUATION FACTORS	1				
a. Quality of Service					X
b. Timeliness of Service					X
c. Cost Effectiveness					X
d. Responsiveness to NCDOH				X	
Requests					
e. Number of Complaints				X	
f. Problem Resolution					X
					X
Overall Performance Evaluation					

Do you recommend the contractor for future contracts? Yes No

Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
 - Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - o NCDOH staff?
 - o Other Nassau County departments?
 - o Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1	THAT OF THAT I	AGN CONTRIBUTION DISCLOSURE FORM
years prior to the campaign committees of	nate of this disclosure the date of this disclosure the date of the disclosure of the f	officers of the vendor provided campaign contributions ction Law in (a) the period beginning April 1, 2016 and , or (b), beginning April 1, 2018, the period beginning two ure and ending on the date of this disclosure, to the following Nassau County elected officials or to the campaign y of the following Nassau County elected offices: the County mptroller, the District Attorney, or any County Legislator?
NO	NE	•
· · · · · · · · · · · · · · · · · · ·		
VERIFICATI Vendor authorize	ON: This section mudd as a signatory of the	st be signed by a principal of the consultant, contractor or e firm for the purpose of executing Contracts.
the undersigned a statements and the	affirms and so swears ey are, to his/her knov	that he/she has read and understood the foregoing wledge, true and accurate.
The undersigned fidentified above we benefit or in excha	urther certifies and af ere made freely and v nge for any benefit or	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental remuneration.
		-,
Dated: 8/30)17	Vendor: James McGuinniss & Associates Inc. Signed: Callin Chinh, Pres.
		Print Name: William C. Smith
		Title: PRESIDENT
		



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.
 List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NONE
·
Name, address and telephone number of client(s) by whom, or on whose behalf, the obbyist is retained, employed or designated:
NONE

Page 2 of 4	
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NONE	isted. See page 4 for a complete description of lobbying activities
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The control of	
pects to lobby:	s, organizations or governmental entities before whom the lobbyist
س ما	
740146	

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or
employment, you must attach a copy of such document: and if agreement of retainer or
employment is oral, attach a written statement of the substance thereof. If the written agreement
or retainer or employment does not contain a signed authorization from the client by whom you
have been authorized to lobby, separately attach such a written authorization from the client.

Has the lobbyist/lobbying organization or any of its corporate officers 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? If yes, to what campaign committee?

 IONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 8/30/2017	Signed:	James M. Spurier o Chair
	Print Name:	James McGuinness
	Title:	Charrman

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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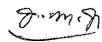
All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink, if you need more space to answer any question, make as many photocopies of the appropriate page(s)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

	l.	Principal Name James McGuinness
		Date of birth
4		Home address City/state/zip
		Business address 1482 ERIE Doulevard
		City/state/zip Schenictrow, NY 12305
		Telephone (618) 393-3635
•		Other present address(es)
		Orty otales 210
		Telephone List of other addresses and telephone numbers attached
	2.	Positions held in submitting business and starting date of each (check all applicable) President 04/01/1979 Treasurer 05/01/80/4 Chairman of Board 05/01/30/4 Shareholder 04/01/1979 Chief Exec. Officer 04/01/1979 Secretary / / Chief Financial Officer / Partner / / Vice President / / (Other)
9/19(2018) M		Are there any outstanding loans, guarantees or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
		Within the past 3 years, have you been a principal owner of officer of any business or not-for-profit organization other than the one submitting the questionnaire? YESNO X : If Yes, provide details,

	W 25	s any governmental entity awarded any contracts to a business or organization listed in ction 5 in the past 3 years while you were a principal owner or officer? YESNO X
. 1	Provide	An affirmative answer is required below whether the sanction arose automatically, by on of law, or as a result of any action taken by a government agency. a detailed response to all questions checked "YES". If you need more space, photocopy ropriate page and attach it to the questionnaire.
	7. In ti orga	ne past (5) years, have you and/or any affiliated businesses or not-for-profit anizations listed in Section 5 in which you have been a principal owner or officer:
		 Been debarred by any government agency from entering into contracts with that agency? YESNO _X If Yes, provide details for each such instance.
	l	b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X if Yes, provide details for each such instance.
	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
-	đ	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 _X If Yes, provide details for each such instance.
8.	the p bank any s initiat quest	any of the businesses or organizations listed in response to Question 5 filed a ruptcy petition and/or been the subject of involuntary bankruptcy proceedings during ast 7 years, and/or for any portion of the last 7 year period, been in a state of ruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ed? If 'Yes', provide details for each such instance. (Provide a detailed response to all tions checked "YES", If you need more space, photocopy the appropriate page and in it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO X_ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNO _X If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	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 _X If Yes, provide details for each such conviction.

	·	misdemeanor? YES NO X If Yes provide details to	
	٠,٠	YES NO X If Yes, provide details for each such convict	
	· f)	In the past 5 years, have you been found in violation of any adm statutory charges? YES NO X If Yes, provide details occurrence.	inistrative or for each such
9	investly subject for, or a respon	dition to the information provided in response to the previous quest, have you been the subject of a criminal investigation and/or a civilgation by any federal, state or local prosecuting or investigative act of an investigation where such investigation was related to activity on behalf of the submitting business entity and/or an affiliated busines to Question 5? YESNO _X if Yes, provide details for	li anti-trust ⊒ency and/or the tles performed at.
10	anti-tru: includin	ition to the information provided, in the past 5 years has any busin n response to Question 5, been the subject of a criminal investigat investigation and/or any other type of investigation by any goveing but not limited to federal, state, and local regulatory agencies we allowner or officer? YESNO _X If Yes; provide details forgation.	tion and/or a civil mment agency,
11	ргосеес	past 5 years, have you or this business, or any other affiliated business to Question 5 had any sanction imposed as a result of judicial of dings with respect to any professional license held? YES Note that the details for each such instance.	
2.	For the papplicable to water year.	past 5 tax years, have you failed to file any required tax returns or ble federal, state or local taxes or other assessed charges, including and sewer charges? YES NO X_ If Yes, provide details	rialled to pay any ng but not limited s for each such



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.

I. Sames McGuinness, being duly swom, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of August 2017

.

Name of submitting business

James McGuinness

James M. Leiners, Chauna

Chairman

litte

8 ,30,2017

Date

Terri L. Heritage

Notary Public, State of New York
Qualified in Saratoga County
Registration #01HE6135746

Date of birth]

1 . -

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

Principal Name William C. Smith

	nome addres
	City/state/zip_
	Business address 1482 ERIE Boulevard
	City/state/zip Schenectady MY 12305
	lelephone (510) 300 pine
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President 13 01 13014 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 _X If Yes, provide details.
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 $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO X;

0000011	governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X
Provide a di	affirmative answer is required below whether the sanction arose automatically, by f law, or as a result of any action taken by a government agency. etailed response to all questions checked "YES". If you need more space, photocopy late page and attach it to the questionnaire.
7. In the pa organiza	ast (5) years, have you and/or any affiliated businesses or not-for-profit ations listed in Section 5 in which you have been a principal owner or officer:
<u>~</u>	Been debarred by any government agency from entering into contracts with that gency? ESNOXIf Yes, provide details for each such instance.
ي.	Been declared in default and/or terminated for cause on any contract, and/or had any ontracts cancelled for cause? YES NO _X If Yes, provide details for each uch instance.
f L	leen 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
ai bi	een suspended by any government agency from entering into any contract with it; nd/or is any action pending that could formally debar or otherwise affect such usiness's ability to bid or propose on contract? YES NO _X If Yes, provide etails for each such instance.
the past 7 bankrupto any such initiated? questions	of the businesses or organizations listed in response to Question 5 filed a crypetition and/or been the subject of involuntary bankruptcy proceedings during 7 years, and/or for any portion of the last 7 year period, been in a state of crypas a result of bankruptcy proceedings initiated more than 7 years ago and/or is business now the subject of any pending bankruptcy proceedings, whenever if 'Yes', provide details for each such instance. (Provide a detailed response to all schecked "YES". If you need more space, photocopy the appropriate page and the questionnaire.)
a) ls de	there any felony charge pending against you? YES NO _X If Yes, provide stalls for each such charge.
b) is Y€	there any misdemeanor charge pending against you? YESNO If es, provide details for each such charge.
c) Is Y€	there any administrative charge pending against you? YES NO 🗶 If es, provide details for each such charge.
or of	the past 10 years, have you been convicted, after trial or by plea, of any felony, or any other crime, an element of which relates to truthfulness or the underlying facts which related to the conduct of business? YESNO _X If Yes, provide tails for each such conviction.

e)	rin the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YESNO If Yes, provide details for each such conviction.
. f)	in the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X if Yes, provide details for each such occurrence.
investi; subjection, or :	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO _X If Yes, provide details for each such gation.
anti-tru: includin	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such pation.
proceed	ast 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative lings with respect to any professional license held? YES NO _X if Yes;
12. For the papplicab to water year.	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO X If Yes, provide details for each such

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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30day of Acquist 2017

Notary Public Hardage

Terri L. Heritage
Notary Public, State of New Y.
Qualified in Saratoga County
Registration #01HE6135746
Commission Expires 10/24/20 /

Name of submitting business

WILLIAM C. SMITH

William Bant, Pr

Olghatule

<u>i itle</u>

8,30,17

Date

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.

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· 1,	CHRISTOPHER WEIS
	Date of birth Home addres City/state/zip_ Business addres City/state/zip_
	Telephone (5/8) 393 - 3635 Other present address(es)
	Gityrstate/2ip
	Telephone List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/ 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 _X
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 _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details.

© (In-
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 _>
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, photocol 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? NO X If Yes, provide details for each such instance.
 b. Been declared in default and/or terminated for cause on any contract, and/or had an contracts cancelled for cause? YESNO _X If Yes, provide details for each such instance.
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
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? YESNOX If Yes, provide details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
a) Is there any felony charge pending against you? YES NO X If Yes, provide details for each such charge.
b) Is there any misdemeanor charge pending against you? YESNO X If Yes, provide details for each such charge.
c) Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
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? YESNO _X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

 YES ____ NO _X If Yes, provide details for each such conviction.

 f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X If Yes, provide details for each such occurrence.

 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 _X If Yes, provide details for each such investigation.
- 10. 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 ilmited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES _____ NO _X if Yes; provide details for each such investigation.
- 11. 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 _X If Yes;
- 12. 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 _X if Yes, provide details for each such year.

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.

I. Chais topher Weis , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30day of August 2017

Notary Public

Name of submitting business

Chaistopher Weis

Print name

Clause Ure President

Vice Prosident

Title

8 130 12012

,

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.

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1.	Principal Name PETER Bombard
	Date of birth
	Home address
	City/state/zip_
	Business address 1482 FRIE Boulevard
	City/state/zip Schenectady NY 12305
	Telephone (5/8) 393-3635
	Other present address(es)
	Olymatate/Zip
	rolopholia
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	riesident/Treasurer//
	Chairman of Board/ Shareholder / _/
	Chief Exec, Officer/ Secretary / /
	Chief Financial Officer/ Partner/ /
	Vice President <u>03 / 01 / 2014</u>
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?
	YES NO X If Yes, provide details.
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 next between
	other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	
υ,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details.

(6. F	-las	201/ coveramental autility assessed
			any governmental entity awarded any contracts to a business or organization listed in lon 5 in the past 3 years while you were a principal owner or officer? YES $__$ NO X s, provide details.
F	rov	ide a	In affirmative answer is required below whether the sanction arose automatically, by not faw, or as a result of any action taken by a government agency. If you need more space, photocopy opriate page and attach it to the questionnaire.
7	'. Ir	n the	e past (5) years, have you and/or any affiliated businesses or not-for-profit dizations 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 NOX If Yes, provide details for each such instance.
		b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YESNO _X If Yes, provide details for each such instance.
		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
		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 _X If Yes, provide details for each such instance.
8.	the bar any initi	pas nkru y sud lated	any of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of ptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is checked more than 5 years ago and/or is checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		a)	Is there any felony charge pending against you? YES NO _X
		b)	is there any misdemeanor charge pending against you? YES NO 🔀 If Yes, provide details for each such charge.
		c)	ls there any administrative charge pending against you? YES NO 🗶 If Yes, provide details for each such charge.
		,	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? YESNO_X If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO _X If Yes, provide details for each such occurrence.
- 9. 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 _X ___ If Yes, provide details for each such investigation.
- 10. 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 _X ___ If Yes; provide details for each such investigation.
- 11. 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 _X If Yes;
- 12. 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 _X If Yes, provide details for each such year.

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.

I, PETER BOMDARd , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity,

Sworn to before me this Boday of August

Terri L. Heritage
Notary Public, State of New Yor.
Qualified in Saratoga County
Registration #01HE6135746
Commission Expires 10/24/20 2

JAMES MCGUINNESS & ASSOCIATE Inc. Name of submitting business

Peter

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.

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1.	THOUSE THOUSE FRAMENT
	Date of birth Home addres City/state/zip_
	Business address 1482 Eric Boulevard
	ONY STATE OF DENEAU COTAGO AND 1030F
	Total (2018) 373-3635
	outer present audiess(es)
	Okyrotato/zip
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President / / / / / / / _
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.
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 _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details.

	any governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? YESNO 🗴
Provide	An affirmative answer is required below whether the sanction arose automatically, by n of law, or as a result of any action taken by a government agency. a detailed response to all questions checked "YES". If you need more space, photocopy opriate page and attach it to the questionnaire.
7. In the orga	e past (5) years, have you and/or any affiliated businesses or not-for-profit nizations 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 _X If Yes, provide details for each such instance.
b	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
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
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 _X If Yes, provide details for each such instance.
the pa bankr any su Initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptoy petition and/or been the subject of involuntary bankruptcy proceedings during list 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ed? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES", if you need more space, photocopy the appropriate page and it to the questionnaire.)
a)	Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.
b)	Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
c)	is there any administrative charge pending against you? YES NO 🔀 if Yes, provide details for each such charge.
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? YESNO _X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

 YES _____NO _X If Yes, provide details for each such conviction.
- f) in the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO _X If Yes, provide details for each such occurrence.
- 9. 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 _X ___ If Yes, provide details for each such investigation.
- 10. 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 _X __ If Yes; provide details for each such investigation.
- 11. 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;
- 12. 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 _X If Yes, provide details for each such

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I. Timothy FRAMENT, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30day of August 2017

Notary Public

Notary Public, State of New Qualified in Saratoga County Pegletration #01HE6135748 Commission Expires 19/24/20

James Mcbuinness & Associates Inc. Name of submitting business

TIMOTHY FRAMENT

Print name

Swath Frank

Signature

VICE PRESIDENT

Title

08,30,2017

Date

Gold

Microsoft Partner

Microsoft



1482 Erle Boulevard • Schenectady, New York 12305 • 518 393-3635

August 22, 2017

Nassau County Department of Health 200 County Seat Drive Mineola, NY 11501

- 1.) We are a privately held "C" corporation incorporated in New York State.
- 2.) Our Tax-Id is
- 3.) While our statements are not public information, we hereby attest to the following assertions.
 - a. All federal tax requirements have been met.
 - b. All state tax requirements have been met.
 - c. All payroll tax requirements have been met.
 - d. We are not under investigation by any authority.
 - e. We are not in dispute with any taxing agencies.
 - f. We are neither the defendant nor the plaintive in any litigation.
 - g. Our Accounts Payable are current.

Sworn to By:

James McGuinness, Treasurer

Terri L. Heritage
Notary Public, State of New York
Qualified in Saratoga County
Registration #0118746

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).

Da	ate: 8-30-17
1)	Proposer's Legal Name: James McGuinness & Associates Inc.
	Address of Place of Business: 1482 ERIE Boulevard Schenectady Ny 12305
Lis	st all other business addresses used within last five years:
3)	Mailing Address (if different): NONE
Ph	one: (518) 393 - 3635
Do	es the business own or rent its facilities? RENT
	Dun and Bradstreet number:
6)	The proposer is a (check one): Sole Proprietorship Partnership X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business? Yes No X If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No X If Yes, please provide details:

any ot	this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, her business? Yes No 义 If Yes, provide details
name	te proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau y or any other government entity terminated? Yes No _X If Yes, state the of bonding agency, (if a bond), date, amount of bond and reason for such cancellation eiture; or details regarding the termination (if a contract).
11) Has the If Yes,	e proposer, during the past seven years, been declared bankrupt? Yes No 💢 state date, court jurisdiction, amount of liabilities and amount of assets
investig the pas a crimir prosecu perform	past five years, has this business and/or any of its owners and/or officers and/or any distinct business, been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency? And/or, in to 5 years, have any owner and/or officer of any affiliated business been the subject of nal investigation and/or a civil anti-trust investigation by any federal, state or local sting or investigative agency, where such investigation was related to activities and at, for, or on behalf of an affiliated business. No X if Yes, provide details for each such investigation.
but not I has any any gove agencie:	ast 5 years, has this business and/or any of its owners and/or officers and/or any business been the subject of an investigation by any government agency, including imited to federal, state and local regulatory agencies? And/or, in the past 5 years, owner and/or officer of an affiliated business been the subject of an investigation by ernment agency, including but not limited to federal, state and local regulatory s, for matters pertaining to that individual's position at or relationship to an affiliated s. Yes No X If Yes, provide details for each such investigation.
charges	current or former director, owner or officer or managerial employee of this business er before or during such person's employment, or since such employment if the pertained to events that allegedly occurred during the time of employment by the g business, and allegedly related to the conduct of that business: a) Any felony charge pending? Yes No _X If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No _X If Yes, provide details for each such charge
	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

	res, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X if Yes, provide details for each such occurrence.
respec	past (5) years, has this business or any of its owners or officers, or any other affiliated as had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No X_; If Yes, provide details for uch instance.
limited such ye	past (5) tax years, has this business failed to file any required tax returns or failed to y applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? Yes No _X if Yes, provide details for each ear. Provide a detailed response to all questions checked 'YES'. If you need more photocopy the appropriate page and attach it to the questionnaire.
Provide a d photocopy i	etailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
17) Conflict a) co	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no nflicts 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. NONE 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. NONE NO CONFLICT EXISTS
	(lii) 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. NONE 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. WE REVIEW EVERY Contenct FOR The Potential of Conflict of Interest and Cross-Correlate Each Conferct Against The Corresponding Prior Contents with other Countries. Annually our Auditoralso examines our contents for Conflict of Interest Issues.

	Genn	de a resume or detailed description of the Proposer's professional qualifications, onstrating extensive experience in your profession. Any prior similar experiences, and esults of these experiences, must be identified.
	Shou	ld the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; MAY 1979
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner: 786 Deputes the
	iii)	Name, address and position of all officers and directors of the company:
	iv)	Name, address and position of all officers and directors of the company; State of incorporation (if applicable): WEW YORK
	v)	The number of employees in the firm; as
	vi)	Annual revenue of firm; SEE TREASURER'S NOTARIZED Letter A-HACKED
	vii)	Summary of relevant accomplishments WE ARE AIREADY doing This Job FOR NESSAU COM
	viii)	Copies of all state and local licenses and permits. NON E
ŧ	3. Indica	ite number of years in business. 36
	C. Provid	de any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services. None
C	ugs bi	le names and addresses for no fewer than three references for whom the Proposer rovided similar services or who are qualified to evaluate the Proposer's capability to m this work.
	Comp	any Schenectady County
	Conta	ct Person Lisa Mell
	Addre	ss 107 Nott Terrace
	City/S	tate Schenectady NY 12308
		none (518) 386-2815 x 253
	Fax#	\(\frac{1-1-1-1}{2}\)
	E-Mail	Address Lisa. Mell @ Schenectady County. COM
JE	ing the last of the selection of the	

Company AIYS DOH
Contact Person BRAdley Hutton
Address Room 695 CORNING TOWER
City/State Albany NY 12:237
Telephone (518) 473 - 4371
Fax#
E-Mail Address BIHOSQ HEATH. NY, GOU
Company Suffolk County Department of Health
Contact Person ROSEMARIE PFORK, MBA
Contact Person ROSEMARIE PFORK, MBA
Contact Person ROSEMARIE PFORR, MBA Address 3500 SUNRISE Highway Suite 124
Contact Person ROSEMARIE PFORR, MBA Address 3500 SUNRISE Highway Suite 124 City/State GREAT RIVER, NY 11739-9006
Contact Person ROSEMARIE PFORR, MBA Address 3500 SUNRISE Highway Suite 124 City/State GREAT RIVER, NY 11739-9006 Telephone (631) 854 - 0190

iii) Name, Address and position of all officers and directors of the company.

Peter Bombard Tim Frament James McGuinness William C. Smith Christopher Weis



Vice President Vice President Chairman President Vice President D. m.D.

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.

I. James McCunaless, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of HeegLIST

Notary Public

Terri L. Heritage Notary Public, State of New York Qualified In Saratoga County Registration #01HE6135746 Commission Expires 10/24/20 / 7

20 /プ

Name of submitting business: James Mcbunness & Associates Jac

Print James McGunness

Print James

Print James

Signature

Chairman

0 10

Date

COUNTY OF NASSAU

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

1. Name of the Entity: James McGuinINESS & Associates Inc.	
Address: 1482 ERIE BOULEVARD	
City, State and Zip Code: Schenectady NY 12305	
2. Entity's Vendor Identification Number:	
PLEASE 3. Type of Business:Public CorpPartnershipJoint Venture	
Ltd. Liability C X Closely Held Corp Other (specify)	
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):	
James McGuinness, Chareman of the Board;	
William C. Smith, President;	
Timothy Frament, Vice President Gov. Services;	
Christopher Weis, Vice Resolut Commercial Apps;	, = t ₁ , · · t
Peter Bomband, Vicis President Consulting Services;	
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.	
James McGuinness 100%	

Page 3 of 4

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VON	st whether and where the person/organization is registered as a lobbyist (e.g., ty, New York State):
	1,,,,,,
	1,,,,,,
VERIFICAT	TON: This section must be signed by a principal of the consultant, endor authorized as a signatory of the firm for the purpose of executing Contracts.
VERIFICAT	TON: This section must be signed by a principal of the consultant, endor authorized as a signatory of the firm for the purpose of executing Contracts.

Page 4 of 4

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

AMENDMENT NO. III

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment")
dated as of the date (the "Effective Date") that this Amendment is executed by
Nassau County, 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 County Department of Health, having its principal office at 200 County Seat Drive, Mineola,
New York 11501 (the "Department"), and (ii) James McGuinness & Associates, Inc., and having
an office at 1482 Erie Boulevard, Schenectady, New York 12305 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQHE15000004 between the County and the Contractor, executed on behalf of the County on August 11, 2015 as amended by amendment number one, County contract amendment number CLHE16000002, executed on behalf of the County on 7/11/2016, and as amended by amendment number two, County contract amendment number CLHE17000001, executed on behalf of the County on April 28, 2017 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached as Appendix B to the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2017, with two (2) available one (1) year options to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Ninety-two Thousand Five Hundred Dollars (\$292,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the two (2) remaining options to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2019.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Seventy-three Thousand One Hundred Dollars (\$373,100.00) (the "<u>Amendment Maximum Amount</u>"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Six Hundred Sixty-five Thousand Six Hundred Dollars (\$665,600.00) (the "<u>Amended Maximum Amount</u>"). The increase provided under this Amendment shall be payable as set forth in Appendix A-1 attached hereto.

- 3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Contractor further acknowledges that the first encumbrance shall be Fifty-one Thousand Five Hundred Fifteen Dollars (\$51,515.00). Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- 4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

JAMES MCGUINNESS & ASSOCIATES, INC.
By Dames Mc Lewiness, Charman
Name: James McGainness
Title: Chairman
Date: 8/30/2017
NASSAU COUNTY
Ву:
Name:
Deputy County Executive
Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

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STATE OF NEW YO	· .		
herein and which ex	day of Augus to me persone resides in the Cou of Tomes Nobus ecuted the above ins	INTY OF <u>INCLEASE CHARL</u> Mess flasocials Inc.	20 <u>17</u> before me personally came sing by me duly sworn, did depose ; that he or she is the , the corporation described or she signed his or her name n.
NOTARY PU	IBLIC Jerri Y	Howtags	
	Ť	1	Terri L. Heritage Notary Public, State of New York Cualified in Saretoga County Registration #11 HES 1957/6
STATE OF NEW YO	RK)		Registration #01HE6135746 Commission Expires 10/24/20
COUNTY OF NASS)ss.: AU)		
			· ware
On the	day of to me perso	in the year	20 before me personally came ing by me duly sworn, did depose
which executed the	ne resides in the Cou the County of Nassa above instrument; an	nty of u, the municipal corpo	; that he or she is a Deputy oration described herein and ed his or her name thereto
NOTARY PU	BLIC		

Appendix A-1

The fee payable to Contractor for Services provided under the Amended Agreement shall be based on two components, a flat annual fee and a percentage of net claims.

{ .

The flat fee is \$12,000 per year.
The percentage is 9% of the net Medicaid to the County (50% of the Medicaid payment).

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is	effective as of	, 2018 and amends and is made
part of the agreement dated as of	(as the same may	y be amended, modified, or
supplemented, including, without limitation	on, by this Addendum, the	"Agreement") by and between James
McGuinness & Associates, Inc. (the "Cor	ntractor") and Nassau Cou	nty, a New York municipal
corporation, acting on behalf of the Count	ty Department of Health (c	collectively, the "County"). The
County, and the Contractor mutually agre		
conditions of this Addendum to comply w		
Accountability Act of 1996, as amended,	and its implementing regu	lations (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**

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.

- 1.1 <u>Designated Record Set</u>, "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.
- 1,2 <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.
- 1.3 <u>HHS</u>. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.
- 1.4 <u>Individual</u>. "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).

- 1.5 <u>Privacy Officer</u>. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).
- 1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.
- 1.7 <u>Protected Health Information</u> or <u>PHI</u>. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.
- 1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- 1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.
- 1.10 <u>Security Incident</u>. "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.
- 1.11 <u>Security Rule</u>. "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.
- 1.12 <u>Standard Transactions</u>. "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 <u>Use and Disclosure to Provide the Services to the Contractor</u>, 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 <u>Use and Disclosure for Management and Administration Purposes</u>. 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 <u>Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI</u>. 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 optout 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 <u>Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI</u>. 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 <u>The Contractor's Responsibilities</u>. 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 <u>Compliance with Standard Transactions by the Contractor</u>. 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 <u>Effect of Termination</u>. 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 <u>Indemnity.</u> 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 <u>Control of Resolution</u>. 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 <u>Survival</u>. 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 <u>Amendments</u>. 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 <u>Cooperation and Disputes</u>. 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 <u>Regulatory References</u>. 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 <u>Conflicts</u>. 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,

J. m.d

10.7 <u>Interpretation</u>. 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.

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	JAMES MCGUINNESS & ASSOCIATES, Inc.
By:	Bothermes M. Azumay Chairman
Print Name:	Print Name: James Mcburners
Title:	Title: Chairman
Date:	Date: 8-30-17

Appendix EE Equal Employment Opportunities for Minorities and Women

attach	The provisions of	this Appendix E	EE are hereby	made a part of	f the o	document to	which it is
attach	∋d.		-	•		•	

- The Contractor shall comply with all federal, State and local statutory and constitutional antidiscrimination previsions. 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.
- (i) 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 (I) 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 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-fer-profit corporations, other municipalities, States, or the federal government is not required.

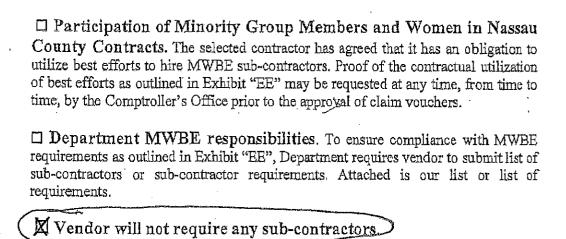
Appendix L

Certificate of Compliance

In com	pliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:
	The chief executive officer of the Contractor is: William C. Smith, President (Name) 1305 1482 Eris Boulevard Schenolady NY (Address) (578) 393-3635 (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 hasX 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:

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MWBE FORM



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Department and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William C. Smith PRESident Name and Title of Authorized Representative	
Name and Title of Authorized Representative	m/d/yy
Thilling bright free. Signature	8/30//7 Date
Tames McGuinness & Associato Inc. Name of Organization	
1482 ERIE BOWLEVARD; SchENECTARY NY	12305
Address of Organization	

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2017

THIS CERTIFICATEIS 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(les) 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 confor rights to the certificate holder in lieu of such endorsement(s). (A/C, No): (888) 443-6112 (AIC, No, Ext): (866) 467-8730 HMS AGENCY INC/PHS E-MAIL ADDRESS: 111366 P: (866) 467-8730 F: (888) 443-6112 MAICH Indurer(6) affording coverage 301 WOODS PARK DRIVE MSUMERA: Hartford Casualty Ins Co CLINTON NY 13323 MEURERB: Hartford Fire Ins Co MAURED INSURER C INSURED D: JAMES MCGUINNESS & ASSOCIATES, INC. INSURER E 1482 ERIE BLVD (NSURER F : SCHENECTADY NY 12305 REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES 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. POLICY EFF POLICY EXP LIMITS ADDI SUBK POLICYNUMBER INSR TYPE OF INSURANCE (MM/DD/YYY) (MM/DD/SSSS) DVXR RVD **1,000,000** EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED 300,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 10,000 MED EXP (Any one parson) 01 SBA AR0103 07/01/2017 07/01/2018 Х Х General Liab A PERSONAL & ADV INJURY 1,000,000 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRO X LOC PRODUCTS - COMP/OP AGG POLICY OTHER: COMBINED SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO OWNED SCHEDULED 07/01/2018 BODILY INJURY (Per accident) 01 SBA AR0103 07/01/2017 A AUTOS GNLY AUTOS PROPERTY DAMAGE NON-OWNED HIRED Х (Per acuident) AUTOS ONLY ALMOS ONLY 1,000,000 EACH OCCURRENCE X UMBRELLA LIAB X OCCUR 1,000,000 AGGREGATE 07/01/2017 07/01/2018 01 SBA AR0103 A EXCESS LIAB CLAIMS-MADE

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

01 WEC TQ4913

01 SBA AR0103

N/ A

Those usual to the Insured's Operations.

DEC X RETENTION \$10,000

ANY PROPRIETOR/PARTNER/EXECUTIVEY/N OFFICER/MEMBER EXCLUDED?

DESCRIPTION OF OPERATIONS below

PORKING COMPUNSATION AND HAPLOTERS LIANGITY

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CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
	BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE
County Of Nassau	DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Department of Health	AUTHORIZED REPRESENTATIVE
	my my ",;
60 Charles Lindbergh Blvd	Jac Tallow
Uniondale, NY 11553-3683	

03/01/2017

07/01/2017

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X PER STATUTE

03/01/2018

07/01/2018

E.L. EACH ACCIDENT

E.L. DISEASE - POLICY LIMIT

1,000,000/1,000,000

ELL DISEASE- EA EMPLOYEE \$ 500,000

500,000

l*500,000

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

ia. Legal Name & Address of Insured (Use street address only) James McGuinness & Associates, Inc.	1b. Business Telephone Number of Insured 618-393-3635
1482 Erie Blvd Schenectady, NY 12305	1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured (Only required if coverage is specificall limited to certain locations in New York State, i.e., a Wrap-Uj Policy)	1d. Dederal Employer Identification Number of Insured or Social Security Number
t. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Health 60 Charles Lindbergh Blvd Uniondale, NY 11553-3683	3n. Name of Insurance Carrier Hartford Fire ins Co 3h. Policy Number of entity listed in box "Ia" 01WECTQ4913 3c. Policy offective period 03/01/2017 to 03/01/2018 3d. The Proprietor, Partners or Executive Officers are
	all excluded or certain partners/officers excluded.
is contifies that the insurance carrier indicated above in box "3" appearation under the New York State Workers' Compensation Law, the INFORMATION PAGE of the workers' compensation insurance Carrier will also notify the above estificate holder with this 30 days II there are reasons other than nongayment of promine that 30 days II there are reasons other than nongayment of promine that 30 days II there are reasons other than nongayment of promine that 30 days II there are reasons other than nongayment of promine that 30 days II there are reasons other than nongayment of promine the state of the thin the carrier of the workers' componsation as the workers' componsation.	all excluded. (Only there has it all partners officers included) all excluded or certain partners officers excluded, insures the business referenced above in box "la" for worker (To use this form, New York (NY) must be listed under tion 3 mace policy). The Insurance Carrier or its licensed agent will see holder in box "2". 10 days IF a policy is canceled due to nonpayment of premiums is that cancel the policy or eliminate the insured from the coverage. 1.) Otherwise, this Certificate is valid for one year after this for is policy expiration date listed in box "3c", whichever is carried policy indicated on this form, if the business continues to the
npensation under the New York State Workers' Compensation Law. the INFORMATION PAGE of the workers' compensation insus a Certificate of Insurance to the entity listed above as the certificate as insurance Carrier will also notify the above certificate holder with thin 30 days III there are reasons other than nongayment of promine licated on this Cartificate. (These notices may be sent by regular mapproved by the insurance carrier or its licensed agent, or until the case Notes Upon the cancellation of the workers' compensation and on a pormit, license or contract issued by a certificate holder tilicate of Workers' Compensation Caverage or other author cargo requirements of the New York State Workers' Compensation Caverage or contract is a continuation of the production of the New York State Workers' Compensation Caverage or other author cargo requirements of the New York State Workers' Compensation page 11 of the New York State Workers' Compensation of the New York State Work State Work State Work State New York Stat	all excluded. (Only check bux it all partners officers included) all excluded or certain partners officers excluded, all excluded or certain partners officers excluded, insures the business referenced above in box "1a" for worker (To use this form, New York (NY) must be listed under Item 3 mace policy). The Insurance Canier or its ilcensed agent will sel holder in box "2". It I days IF a policy is canceled due to nonpayment of premiums as that cancel the policy or eliminate the insured from the covera (I.) Otherwise, this Certificate is valid for one year after this for a policy expiration date listed in box "3c", whichever is earlied policy indicated on this form, if the business continues to it r, the business must provide that certificate holder with a ne zed proof that the business is complying with the mandator action Law, contaitive or licensed agent of the insurance carrier reference
mpensation under the New York State Workers' Compensation Law. the INFORMATION PAGE of the workers' compensation insus a Certificate of Insurance to the entity listed above as the certificate in the second of insurance Carrier will also notify the above certificate holder with thin 30 days If there are reasons other than nonpayment of promine ited and this Certificate. (These notices may be sent by regular may proved by the insurance carrier or its licensed agent, or until it has Note: Upon the cancellation of the workers' compensation and on a pormit, ficense or contract issued by a cortificate hold rificate of Workers' Compensation Caverage or other authorized regree requirements of the New York State Workers' Compensation penalty of perjury, I certify that I am an authorized representation that the named insured has the coverage as depicted on Approved by: Christie M. Accian	all excluded. (Only theek box it all partners/officers tachided) all excluded or certain partners/officers excluded. all excluded or certain partners/officers excluded. Insures the business referenced above in box "1a" for worked. To use this form, New York (NY) must be listed under Itam 3 mace policy). The Insurance Carrier or its licensed agent will selluder in box "2". It is days IF a policy is canceled due to nonpayment of premiums a that cancel the policy or eliminate the insured from the covera!.) Otherwise, this Certificate is valid for one year after this for a policy expiration date listed in box "3c", whichever is earlied policy indicated on this form, if the business continues to it, the business must provide that certificate holder with a need proof that the business is complying with the mandatol action Law.
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authorized to issue it.

C-105,2 (9-07)



Department: Health E-81-17

SERVICE: Medicaid Billing Services for Preschool Special Education Program

Contract Details

NIFS ID: #CLHE17000001 NIFS Entry Date 1/27/2017 Term: from: 1/1/2017 to 12/31/2017

New Renewal	1) Mandated Program:	Yes 🗌	No 🖂
Amendment 🖂	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🗵
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No 🗵
Blanket Resolution RES#	5) Insurance Required	Yes 🖂	No 🗆
<u>.</u>		<u> </u>	<u></u>

Agency Information

Vendo	r in the second
Name James McGuinness & Associates Inc.	Vendor ID#
Address 1482 Erie Boulevard Schenectady, New York 12305	Contact Person James McGuinness
	Phone (518) 393-3635

Coun	ty:Department
Department Con	
Ginny Mu	nay .
Address	
	Lindbergh Blvd, Ste. 112
Uniondale,	NY 11553
Phone	200
516-227-85	889

Routing Slip

DATE I Rec'al	DEPARTMENT	Internal Verification	Zipy of SIGNATURE	Leg. Approval
Maria	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	Elym Oh.	
9111		Contractor Registered	121/21/10 Mes	
211	ОМВ	NIFS Approval (Contractor Registered)		Yes No No Not required if blanket resolution
Thole	County Attorney	CA RE & Insurance Verification	13 /2 /2 /2 /2 /2 /2 /2 /2 /2 /2 /2 /2 /2	A Comment
2/24/19	County Attorney	CA Approval as to form	M Day 10	Ves CX vo □ *
`	Legislative Affairs	Fw'd Original Contract to CA		
	County Attorney	NIFS Approval	My/ Jacky Sets	voroziiha
	Comptroller	NIFS Approval	19418 XV8 BARING	#19 <i>107</i> "
1/10/17	County Executive	Notarization Filed with Clerk of the Leg.	Blog Of the Richard	ACCAN:



Department: Health

Contract Summary

Was dates 1
Description: Medicaid Billing
Medical Buing
Purpose:
The Contractor will provide Medicaid billing services for the Preschool Special Education Program based on selection from
RFP No. HE1001-1428. Contractor to identify Medicaid eligible cases and identify billable services provided. Contractor will
obtain service records produce claims and track all claims and payments and prepare management reports for Nassau County
Department of Health.
Method of Procurement:
The vendor for this contract was chosen based on an evaluation of proposals submitted from posted RFP No. 1001-1428 and a published
Newsday classified ad. Review included evaluation of capacity and experience. In addition, payment for services is determined by the amount
of revenue generated by billable Medicaid claims produced.
Procurement History:
Contractor's selection was also based on experience and services provided satisfactorily for clients historically.
Description of General Provisions: The Contractor will process claims for Medicaid reimbursement of services provided in the mandated Preschool Special
Education Program. The Contractor will; Identify children receiving services and their eligibility; Obtain all necessary required documentation from providers
and submit claims; Reconcile claims and report to Nassau County Fiscal agent; Communicate and train providers to better maximize reimburs ement; Produce
regular financial reports; Screen for referrals; transfers and eligible students; As needed, compliant with Medicaid in Education Claiming/Billing handbook.
Impact on Funding / Price Analysis: The Contractor will be paid at the rate of 9% of net retained from Medicald claim reimbursement for Mandated Preschool
Special Education services provided. Fee for service is dependent on successfully generating Medicaid eligible claims. Dollar value is variable mending
productive claim reimbursement with an estimated gross of \$1,900,000 in Medicald Claims and Federal Medicald share 50% is \$950,000 and a flat fee of \$12,000
for 2017.
Change in Contract from Prior Procurement:
n/a
Recommendation: (approve as submitted)
Approved as Submitted.
The state of the s

Advisement Information

PR5254 (1/06)

* BÜDÇET	CODES	FUNDING SOURCE	AMOUNT	LINE	INDEX OBJEC	T CODE : AMOUNT
Fund:	GEN	Revenue Contract	XXXXXXX	1		\$
Control:	54	County	\$97,500.00	2		\$
Resp:	5400	Federal	\$	3	HEGEN5400/DE511	\$97,500.00
Object:	DE511	State	\$	4		\$
Transaction:	109	Capital	\$	5		\$
		Other	\$	6		\$
RENEY	VAIS-	TOTAL	\$97,500.00			TOTAL \$ 97,500,00
% Increase % Decrease		Document Prepared By:	Ginny Mundy 227	-8589		Date: 1/27/2017
1.	NIES Certific	100	rify that an unencumbered balance present in the appropria	sufficient to cover this co	l Nama /	hr free utreg Approval
	,,	NO.	mo Ho	au	- 7 <i>7</i>	0/17
Date		9 17 Date	()4/13	17	E #:	(For Office Use Only)

RULES RESOLUTION NO. 92 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF HEALTH AND JAMES MCGUINNESS & ASSOCIATES, INC.

Passed by the Rules Committee
idensed County Legislature
by Voice Vole on 3-27-17
virthig:
tyse Y expend abstract O recessed O
Lighthaus present

WHEREAS, the County has negotiated an amendment to a personal services agreement with James McGuinness & Associates, Inc., extending the term and extending payment, respecting Medicaid billing services, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to the agreement with James McGuinness & Associates, Inc.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: James McGuin	<u>ness & Associa</u>	ates, Ir	ıc.	
CONTRACTOR ADDRESS: 1482 Erie B	oulevard, Sch	enecta	dy, NY 1230)5
FEDERAL TAX ID #:				
Instructions: Please check the appropria	ate box ("☑") ested informa	after tion.	one of the	ofollowing
I. □ The contract was awarded to the low for sealed bids. The contract was awarded in	after a request	t for s	ealed bids w	bedeildur ee
in[date]. The sealed bids were publicly opened on sealed bids were received and opened.			_ [date],	[#] of
II. The contractor was selected pursuan The Contract was entered into after a written re Potential proposers were made aware of the available County procurement website. Proposals were due of	equest for propositive of the RFP b	sals wa v	s issued on	and an the

III. I This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on August 11, 2015 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 10/6/2014. Contract/RFP #HE1001-1428 [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. IV.

— Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: □ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. V.

— Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. □ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services through a New York State Office of General Services contract required , and the attached memorandum explains how the purchase is no. within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal2agreement.

VI.

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

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

VII.

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

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

IX.

Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Data

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



NASSAU COUNTY DEPARTMENT OF HEALTH 106 CHARLES LINDBERGH BLVD, UNIONDALE, NY 11553

Contractor Evaluation Form

Contract Number:	CQHE15000	0004 (CLHE1	6000002)	*>***>
Contract Name: Jan	nes McGuinn	ess & Associ	ates, Inc.	••••••••
Service Provided: 1	Medicaid Bill	ing for Presc	hool Educ	ation Program
Evaluation Period:	From:	1/1/2016	To:	12/31/2016
Evaluator's Name, 1	Γitle, Phone ‡	: Linda D. R	ennie, Dir	ector, OCSN, 516.227.8648

Date: January 24, 2017

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

מממ	Dana Aatan	Unsatis-	Poor	Fair	Good	Excellent
	FORMANCE LUATION FACTORS	factory 1	2	3	4	5
a.	Quality of Service	,				X
Ъ.	Timeliness of Service					X
c.	Cost Effectiveness					X
	Responsiveness to NCDOH Requests		`	10.00		X
e,	Number of Complaints	\ <u></u>			X	
f.	Problem Resolution					X
Over	all Performance Evaluation					Х

Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Pair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - o NCDOH staff?
 - o Other Nassau County departments?
 - o Customers served?

Problem Resolution.

- ls the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



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? If yes, to what campaign committee?

	e Comptroller, the District Attorney, or any County Legislator?
NONE	
The undersigned affirms and so sw statements and they are, to his/her	nd affirms that the contribution(s) to the campaign committees and without duress, threat or any promise of a governmental effit or remuneration.
Dated: 1/13/2017	Vendor: Tames McGuinness & Association Signed: Will By Prec. Print Name: William Smith
	Title: President

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 JAMES McGuinness
	Date of birth
	Home address
	City/state/zip
	Business address 1482 ERIE Boulevard
	City/state/zip Schenectady Ny 12305
	Telephone (518) 393 - 3635
	Other present address(es)
	City/state/zip
	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>ゲ /の/ /17分</u> Treasurer <u>03 / り / 2014</u> Chairman of Board <u>03 / り / 2014</u> Shareholder <u>04 / り / 1979</u>
	Chief Exec. Officer 4 10 1 1997 Secretary 1
·	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.
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 _X If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _X_; If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YESNO_X_, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	а.	Been debarred by any government agency from entering into contracts with that agency? YES NO _X If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If Yes, provide details for each such instance.
	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? YESNOX If Yes, provide details for each such instance.
	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 X_ If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ad? If "Yes", provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	is there any felony charge pending against you? YES $__$ NO $_X$ if Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNO _XIf Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO χ If Yes, provide details for each such charge.
	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 _X If Yes, provide

*. ./	e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
	YES NO X if Yes, provide details for each such conviction.
# 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YESNO _X If Yes, provide details for each such occurrence.
19.	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 _X_ If Yes, provide details for each such investigation.
10,	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 _x If Yes; provide details for each such investigation.
11.	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 X If Yes; provide details for each such instance.
12.	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 X If Yes, provide details for each such year.

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.

I, JAMES MEGUINOSS, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this the day of March 2017

SHERRY A. SIKORA Notary Public, State of New York Qualifled in Schenectady County No. 6017804 Commission Expires Dec. 21, 20

JAMES MCGU

Print name -

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 William C. Smith
•	Date of birth
1	Home addres
	City/state/zip_
	Business address 1482 ERIE Bou levard
	City/state/zip Schenectady NY 12305
	Telephone (5/8) 393-/3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President 03 / 01 /2014Treasurer / /
	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 X If Yes, provide details.
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 _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YESNO _X If Yes, provide details.

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO <u>X</u> provide details.
op Pro	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency, detailed response to all questions checked "YES". If you need more space, photocopy triate page and attach it to the questionnaire.
7.	in the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 _X If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to fallure to meet pre-qualification standards? YES NO _X If Yes, provide details for each such instance.
	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 _X If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d?-If 'Yes'; provide details for each such instance: (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO \underline{X} If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YESNO _X If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	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 X_ If Yes, provide details for each such conviction.

	e)	In the past 5 years, misdemeanor?	have you been convi	cted, after trial or by	plea, of a	
	i.	YES NO X	If Yes, provide detai	ls for each such con	viction.	
	f)	In the past 5 years, statutory charges? occurrence.	have you been found YES NO 🗶	I in violation of any a If Yes, provide deta	administrative or ails for each such	
•	years, Investi subject for, or respor	ition to the information have you been the signation by any federal of an investigation when to Question 5? Yingation.	subject of a criminal in I, state or local prose where such investiga mitting business entit	nvestigation and/or a cuting or investigativation was related to a y and/or an affiliated	a civil anti-trust ve agency and/or t activities performed I business listed in	he dat,
10.	listed i anti-tru includi princip	ition to the information response to Quest ust investigation and/ing but not limited to ball owner or officer?	ion 5, been the subje /or any other type of i federal, state, and lo	ct of a criminal inves nvestigation by any cal regulatory agenc	stigation and/or a d government agend sies while you were	civil cy,
11.	respor	past 5 years, have ye nse to Question 5 ha edings with respect to e details for each suc	d any sanction impos o any professional lic	sed as a result of jud	licial or administra	tive
12.	applica	e past 5 tax years, ha able federal, state or er and sewer charge	local taxes or other a	assessed charges, i	ncluding but not lin	nited
			and the second s	and the second second		

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.

I, <u>William C. Smith</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of Makeh 20_19

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20 18

JAMES MCGUINNESS & ABSOCIATES TIC. Name of submitting business

William C. Smith

Dilli Platy Print

PRESident

3,19,17

Date

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 Christopher Weis
•	Date of birth
	Home addres
	City/state/zip_
	Business address 1482 ERIE Boulevard
	City/state/zip Schenectady, NY 12305
	Telephone (518) 393-3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/ Treasurer/ Chairman of Board/ Shareholder/ Chief Exec. Officer/ Secretary/ Chief Financial Officer/_ Partner/ Vice President 3 0 26 4
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.
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 _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _X If Yes, provide details.

	6.	Section	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? YESNO X
;	ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
	7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 _X If Yes, provide details for each such instance.
		b,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
		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 _X If Yes, provide details for each such instance.
		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 X If Yes, provide details for each such instance.
	8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever of? If "Yes", provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		a)	Is there any felony charge pending against you? YES NO _X_ If Yes, provide details for each such charge.
		b)	Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
		c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
		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 NOX If Yes, provide details for each such conviction.

! :		e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO _X If Yes, provide details for each such conviction.
		f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _X If Yes, provide details for each such occurrence.
	yea inv sul for res	ars, estig bject , or o spon	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the tof an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in se to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	list and inc pri	ed ir ti-tru Iudir ncipa	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, age but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO _X If Yes; provide details for each such gation.
11.	res pro	pon:	sast 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YESNO_XIf Yes; a details for each such instance.
12.	apı	plica wate	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO_X _ if Yes, provide details for each such
		•	

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.

I, Christopher Wers , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of Thatch 2017

Notary Public

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 5017804
Commission Expires Dec. 21, 20/8

JAMES MCGuinness # Associated Inc.
Name of submitting business

Christopher Weis

(In

VICE PRESIDENT

Title

3,14,17

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 PETER BOMBARD
1 2	Date of birth AT 1 and 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	City/state/zip
	Business add
	City/state/zip Schenectady, NY 12305
	Telephone (5/8) 393 - 3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice President 03 101 1 2014
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.
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 _X If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _X ; If Yes, provide details.

	6.	Sectio	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES $__$ NO X provide details.
	ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy briate page and attach it to the questionnaire.
,	7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 _X If Yes, provide details for each such instance.
	•	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
		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? YESNO _X If Yes, provide details for each such instance.
		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 _X If Yes, provide details for each such instance.
	8.	bankru the par bankru any su initiate questia	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		a)	Is there any felony charge pending against you? YES NO \underline{X} If Yes, provide details for each such charge.
		b)	Is there any misdemeanor charge pending against you? YES NO _X If Yes, provide details for each such charge.
		c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
		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 _X If Yes, provide details for each such conviction.

	.e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If Yes, provide details for each such conviction.
	,	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	listed I anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pai owner or officer? YES NO _X If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; e details for each such instance.
12,	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO X If Yes, provide details for each such

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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4 day of March 2017

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20 1 8

James McGunness & Associates Inc. Name of submitting business

Peter Bombard Printfame

Signature

Vice PRESIDENT

litte

3,14,2017

Date

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 Timothy FRAMENT
	Date of birth Home address City/state/zip_ Business address /482 ERIE Bourevard
	City/state/zip Scheniectady, NY 12305
	Telephone (518) 393 - 3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President / / 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 _X_ If Yes, provide details.
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 X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _X_; If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X, provide details.
P	peration rovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
₹7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
e e e e e e e e e e e e e e e e e e e		Been debarred by any government agency from entering into contracts with that agency? YES NO _X If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
	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? YESNO _X If Yes, provide details for each such instance.
	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 X If Yes, provide details for each such instance.
8.	bankri the pa bankri any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during list 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever led? If 'Yes', provide details for each such instance, '(Provide a detailed response to all lons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO _X_ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	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? YESNO _X if Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO _X' If Yes, provide details for each such conviction.
· · · · · · · · · · · · · · · · · · ·	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _X_ If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO _X If Yes; provide details for each such igation.
11	respoi proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO X If Yes; e details for each such instance.
12	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X_ If Yes, provide details for each such

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.

I, Timothy Frament, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 149 day of Mover 20_17

Sherry A. SINOrac Notary Public

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20

TAMES MCGuinness & Associates Inc. Name of submitting business

Timothy Frament

Print name

Signature

Vice President

Title

3 / 14 / 17 Date

C.) Name, Address and position of all officers and directors of the company;

- 1.) Peter Bombard
 - 2.) Tim Frament
- 3.) James McGuinness
 - 4.) William C. Smith
- 5.) Christopher Weis



Vice President Vice President Chairman President Vice President

Microsoft Partner

Sate: Data Analytics

🧺 🌯 Application Development



1482 Erie Boulevard • Schenectady, New York 12305 • 518 393-3635

January 18, 2017

Linda D. Rennie, Director Office of children with Special Needs Nassau County Department of Health 60 Charles Lindbergh Blvd, Suite 100 Uniondale, NY 11553-3683

- We are a privately held "C" corporation incorporated in New York State. 1.)
- 2.) Our Tax-Id is
- 3.1 While our statements are not public information, we hereby attest to the following assertions.
 - a. All federal tax requirements have been met.
 - b. All state tax requirements have been met.
 - c. All payroll tax requirements have been met.
 - d. We are not under investigation by any authority.
 - e. We are not in dispute with any taxing agencies.
 - f. We are neither the defendant nor the plaintive in any litigation.
 - g. Our Accounts Payable are current.

SHERRY A. SIKORA Notary Public, State of New York Qualifies in Schenectady County No. 6017804

Commission Expires Dec. 21, 20/2

Sworn to By:

James McGuinness, Treasurer

8.77 20 ...

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.

QU	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING ESTIONS).
	e: 02/28/2017
1)	Proposer's Legal Name: Tames MeGrenness & Associates, Inc.
2)	Address of Place of Business: 1482 Eric Blvd. Schenetody 114 12305
List	t all other business addresses used within last five years: いのいた
3)	Mailing Address (if different): NONE
Pho	one: (518) 393 - 3635
Do	es the business own or rent its facilities? <u>RENT</u>
4)	Dun and Bradstreet number:
5)	Federal I.D. Number:
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation; Other (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 X if Yes, please provide details:

9) Does	s this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, other business? Yes No if Yes, provide details
10) Has t Coun name	the proposer ever had a bond or surely cancelled or forfeited, or a contract with Nassat ty or any other government entity terminated? Yes No if Yes, state the of bonding agency, (if a bond), date, amount of bond and reason for such cancellation feltures or details regarding the termination (if a contract).
11) Has ti	he proposer, during the past seven years, been declared bankrupt? Yes No X. , state date, court jurisdiction, amount of liabilities and amount of assets
the pa a crimi prosec perforf	past five years, has this business and/or any of its owners and/or officers and/or any ed business, been the subject of a oriminal investigation and/or a civil anti-trust gation-by any federal; state or local prosecuting or investigative agency? And/or, in st. 5 years, have any owner and/or officer of any affiliated business been the subject of investigation and/or a civil anti-trust investigation by any federal, state or local suting or investigative agency, where such investigation was related to activities and at, for, or on behalf of an affiliated business. No X If Yes, provide details for each such investigation.
buf not has any any gov agencie	past 5 years, has this business and/or any of its owners and/or officers and/or any disciness been the subject of an investigation by any government agency, including illusted to federal, state and local regulatory agencies? And/or, in the past 5 years, wowner and/or officer of an affiliated business been the subject of an investigation by remment agency, including but not limited to federal, state and local regulatory as, for matters pertaining to that individual's position at or relationship to an affiliated s. YesNoX if Yes, provide details for each such investigation.
charges	current or former director, owner or officer or managerial employee of this business her before or during such person's employment, or since such employment if the pertained to events that allegedly occurred during the time of employment by the highest, and allegedly related to the conduct of that business: a) Any felony charge pending? Yes No _X
	b) Any misdemeanor charge pending? Yes No _X If Yes, provide details for each such charge
	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

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X If Yes, provide details for each such conviction
	s) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No. X If Yes, provide details for each such occurrence.
respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X; If Yes, provide details for hinstance.
limited to such year	ast (5) tax years, has this business falled to file any required tax returns or falled to policiable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire.
17) Conflict of	alled response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
00,111	Please disclose any conflicts of interest as outlined below. NOTE: If no licts 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. NONE NO CONPLECT BXESTS
	(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. NONE NO CONFLECT EXISTS
	(iii) Any other matter that your firm believes may create a confilct of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NONE NO CONFLICT EXISTS
<u> </u>	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. WE REVIEW EVERY Contend FOR The Potential of Conflict of Interest And loss-Correlate Each Contend Against The Conflict of Interest And 17th Other Countries. Annually, our Auditer also Examines our contracts on Conflict of Interest issues.

A. Include a resume or detailed description of the Proposer's profession, demonstrating extensive experience in your profession. Any prior simulation the results of these experiences, must be identified.	al qualifications, illar experiences, and
Should the proposer be other than an Individual, the Proposal MUST	include:
. i) Date of formation; MAY 1979	
 ii) Name, addresses, and position of all persons having a financi company, including shareholders, members, general or limited 	d partner: 786 Downing 64.
Ifi) Name, address and position of all officers and directors of the SEE Affacted iv) State of incorporation (if applicable); New York	company; Nis Layuna, Ny 1230
v) The number of employees in the firm; 21	4
. VI) Annual revenue of firm; See Treasurer's Notarizet	Letter Attached
vii) Summary of relevant accomplishments we are a tread	ly doing this pob tor
vili) · Copies of all state and local licenses and permits. NoNe	Nassau county
8. Indicate number of years in business. 37	
G. Provide any other information which would be appropriate and helpful Proposer's capacity and reliability to perform these services.	I in determining the
D. Provide names and addresses for no fewer than three references for has provided similar services or who are qualified to evaluate the Pro- perform this work.	whom the Proposer poser's capability to
Company Schenectady County	
Contact Person LISA Me II	
Address 107 Nott Terrace	
city/state Schenectady, NY 12308	
Telephone (518) 386-2815 x 253 -	-
Fax#	<u> </u>
E-Mail Address Lisa, Mell @ Schenectady County, Con	Λ
Charles and the Control of the Contr	
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Company NYS DO H		
Contact Resson BRAdley Hutton	· L	
Address Room 695 Carning tower	4 1.5	·
City/State Albany NY 12237	٠,,	•
Telephone (518) 473-437/		Manager
Fax#		
E-Mail Address bihos @ health. Ny. God		
		<i>*</i>
Company Saffolk County Dept of Health		
Contact Person Rosemarie Proper, MBA		-
Address 3500 SunRise Highway Surt 124		
City/State GREAT RIVER, NY 11739-9006		
Telephone (631) 854 -0190		•
Fax#		
E-Mail Address Rosemarie, Prore@ Suffolk Crunty Ny.	60V	

C.) Name, Address and position of all officers and directors of the company;

- (-1.) Peter Bombard
- 2.) Tim Frament
- (3.) James McGuinness
- (4.) William C. Smith
- : 5.) Christopher Weis



Vice President Vice President Chairman President Vice President

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.

1. James MCG-unness _, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Swom to before me this 28th day of February

Alexander A. Lekora

SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectady County No. 6017804 Commission Expires Dec. 21, 20_6

MCG-illinness & Associates, Inc. Name of submitting business: James

COUNTY OF NASSAU

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

Name of the Entity: James McGuinness And Associates, INC.
Address: 1482 Erie Boulevard
City, State and Zip Code: Schenectady, NY 12305
Eufity's Vondor Identification Number:
Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co (x Closely Held Corp) Other (specify)
List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties at Yentures, and all members and officers of limited liability companies (attach additional
s McGuinness, Chairman.of the Board (
am Smith, President
ny Frament, Vice President of Government Services (1946)
s Weis, Vice President of Commercial Applications
Bombard, Vice President of Consulting Services
List names and addresses of all shareholders, members, or partners of the firm. If the identis not an individual, list the individual shareholdres/partners/members, if a Publicly provation include a copy of the 10K in lieu of completing this section. es McGuinness 786 Downing Street; Schenectady, NY 12309 100%

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€ :		Page 2 of 4	
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	;	6. List all affiliated and related companies and their relationship to the functional entered on line 1. above (if none, enter "None"). Attack a separate disclosure form for each affiliated or subsidiary company.	
		None	
		7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Massau 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, proofferments, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, imstee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.	,
		(a) Name, title, business address and telephone number of tobbyist(s): None	h. v

K. W. C

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a compl description of lobbying activities.	ete
NONE	
	
(c) List whether and where the person/organization is registered as a lobby Nassau County, New York State):	oyist (e.g.,
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 exec	outing Contracts.
The undersigned affirms and so swears that he/she has read and understood the fo statements and they are, to his/her knowledge, true and accurate.	-
Dated: 1/18/2017 Signed: L Sille Cly	Hy fres.
Print Name: william C. Smit	K
Title: President	

Page 4 of 4

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

AMENDMENT NO. II

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date ______ (the "Effective Date") that this Amendment is executed by Nassau County, 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 County Department of Health, having its principal office at 60 Charles Lindbergh Blvd Uniondale, New York 11553 (the "Department"), and (ii) James McGuinness & Associates, Inc., and having an office at 1482 Eric Boulevard, Schenectady, New York 12305 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQHE15000004 between the County and the Contractor, executed on behalf of the County on August 11, 2015 and as amended by amendment 1 County contract amendment number CLHE116000002, executed on behalf of the County on 7/11/2016 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached as Appendix B to the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2016, with three (3) available one (1) year options to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Ninety Five Thousand Dolfars (\$195,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) options to renew by extending the Original Term and increasing the Maximum Amount.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year (the period January 1, 2017 December 31, 2017, the "Second Renewal Year"), so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Ninety-seven Thousand Five Hundred Dollars (\$97,500.00) (the "Amendment Maximum Amount"), payable for services rendered during the Second Renewal Year only, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Hundred Ninety Two Thousand Five Hundred Dollars (\$292,500.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the Contingency Fee Schedule attached to the Original Agreement as Appendix A.

k .		e terms and conditions of the Original Agreement not
expressly a	amended by this Amendmen	t shall remain in full force and effect and govern the
relationship	ip of the parties for the term o	of the Amended Agreement.
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[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILL MOODINITEDS & ASSOCIATES, INC.
By: Willia Chith Breitet
Name: Wilherson C. Smith
Title: PRESIDENT
Date: 01 /18/2017
NASSAU COUNTY
01111
Ву:
Name: Charles Miland
Title: County Executive
Deputy County Executive
Date: 4/18/17

PLEASE EXECUTE IN <u>BLUE</u> INK

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in the year 20 <u>17</u> before me personally came known, who, being by me duly sworn, did depose for the state of the state of the corporation described ent; and that he or she signed his or her name is said corporation.	
SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectady County No. 6017304 Commission Expires Dec. 21, 20/8	
Anerry H. Servell.	
in the year 20/7 before me personally came known, who, being by me duly sworn, did depose for the first in the or she is a Deputy emunicipal corporation described herein and the or she signed his or her name thereto ment Law of Nassau County. FRANCIS X. BECKER II Notary Public, State of New York Outliffed in Nassau County Commission Expires February 18, 1985	•
r î î :	in the year 2017 before me personally came known, who, being by me duly sworn, did depose known, who, being by me duly sworn, did depose municipal corporation described herein and the or she signed his or her name he or she signed his or her name hereto ment Law of Nassau County. In the year 2017 before me personally came known, who, being by me duly sworn, did depose that he or she is a Deputy municipal corporation described herein and the or she signed his or her name thereto ment Law of Nassau County. FRANCIS X. BECKER II Notary Public, State of New York Ouglisted His 5073153

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Appendix A - Cost

The cost is based on two components, a flat annual fee and a percentage of net claims.

The flat fee is \$12,000 per year.

The percentage is 9% of the net Medicaid to the County (50% of the Medicaid payment)

Based on an estimated total Medicaid revenue of \$1,900,000 the estimated cost the first year would be \$97,500.

Percentage of claims

Total Medicaid revenue (estimated)	\$1,900,000
Net retained (50%)	\$950,000
9% payment to McGuinness	\$85,500

Annual Amount to James McGuinness & Associates

Flat Fee	\$12,000
Estimated Percentage of Claims	\$85,500
Total	\$97,500

Appendix B – Scope of Work

Service Summary

As an approved Medicaid Service Bureau, we will leverage the McGuinness Preschool software that Nassau County currently has been using since the 2000-2001 school year. This includes the web based CPSE Portal that Nassau County currently uses to share data securely with providers and districts.

The providers would provide the relevant information required to support Medicald claiming via the CPSE Portal web site.

We would use the information uploaded by the County along with the Provider to facilitate the claiming process through the MedWeb system provided by COCES CNYRIC. These tasks include

- Checking eligibility of children
- Submitting claims
- Processing response files
- Processing remittance files

Service

This is a brief overview of how the service will actually work.

Nassau County

Nassau County will continue to enter the same data into Preschool as they always have. They would continue to upload that information to the CPSE Portal.

For the employees that process provider billing we would simplify their job. When they receive a bill from the provider, instead of data entering the bill, they would use the information entered by the provider through CPSE Portal. The county would still have the power to approve what to pay and how much to pay. The difference is all the attendance information is supported with the electronic information on CPSE Portal rather than paper, and that information does not need to be retyped into Preschool.

Additionally, there would be a process for the fiscal team to import Medicaid Claiming related data from CPSE Portal into their Preschool database.

<u>Providers</u>

Currently, the providers use CPSE Portal to retrieve information about what services they are authorized to provide to children according to the data the County has received from districts.

Providers would now begin using CPSE Portal to provide additional information electronically. This includes

Service Provider information

NPI

Licenses

Credentials

- Prescription information
- Service attendance related data that includes

Date, time, location setting

CPT Codes

Diagnosis

Notes

Group Information

Co-visits

This service information can be provided via

- Uploading a file
- Data entry

When service information is submitted, the individual therapist will digitally sign the information acknowledging it is correct. The digital signature uses the Digital Signature algorithm (DSA) which is a Federal Information Processing Standard (FIPS) for digital signatures.

The provider / agency will bundle the attendance information into bills. These bills will be submitted by the provider and the bill will be digitally signed by an authorized person of the provider/agency. A Voucher Summary is generated signed and sent to the County along with the County Voucher. The paper attendance notes are not sent to the County, but the County can retrieve them from CPSE Portal at any time.

There is no charge to the providers for using CPSE Portal to electronically submit to the County.

James McGuinness & Associates Staff

For eligibility

- * Submit every child to CNYRIC for eligibility
- Reconcile any exceptions on the "near match" report
- Check eligibility through eMedNY for any children with lapses in eligibility. As an approved Service Bureau for Medicaid, we are able to do this systematically.
- When children age out of Preschool, purge those children from the CNYRIC list so they no longer appear on monthly eligibility check.

For claims

- Submit claims to CNYRIC electronically
- Monitor responses files for submission errors and make necessary corrections

eMedNY Facility Practitioner's NPI reporting

 We will maintain the eMedNY list of NPIs and licenses of the therapists that perform services for Nassau County

CPSEPortal

The CPSEPortal software system that is used provides many features for ensuring Medicaid compliance. This includes

- Fraud detection of therapists seeing multiple children at the same time
- Fraud detection of Multiple therapists seeing the same child at the same time
- Determining the frequency of services are in compliance with the IEP
- The services are within the written prescription
- The provider ordering/prescribing the service is a Medicaid OPRA approved provider
- Enforcing a digital signature of licensed OT, SLP, PT to cosign any services provided by OTA, PTA, CFP, TSHH
- Checking the dates of co-visits when services are provided by OTA, PTA, CFP & TSHH
- Checking providers against Medicaid exclusion lists
- Verification of valid CPT code usage (group codes not used for individuals and vice-versa, the # units is consistent with the time, frequency of evaluation CPT Codes)
- Ensuring IEP designated group sessions have at least 2 children in group session

Reports

The majority of reporting will be seen as enhancements and additional data fields in the Preschool software system.

These will include

- Medicaid claiming results
- Cost reports that show amounts paid to provider alongside with SED & Medicald reimbursements to show net costs by:

Child

Provider

District

Forecast reports for potential Medicaid reimbursements

Additionally we will provide management reports about potential provider compliance issues.

These include

- Comparison of IEP proscribed frequency vs. actual frequency of delivered services
- Percentage of non-Medicaid billable claims, along with reasons
 Any other issues that are prohibiting Medicaid revenue maximization

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of <u>January</u> 18, 2017 and amends and is made part of the agreement dated as of ______ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between James McGuinness & Associates, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (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

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.

- 1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.
- 1.2 <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160,103.
- 1.3 <u>HHS</u>. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

- 1.4 <u>Individual</u>. "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).
- 1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).
- 1.6 <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.
- 1.7 <u>Protected Health Information</u> or <u>PHI</u>. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.
- 1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- 1.9 <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.
- 1.10 <u>Security Incident</u>. "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.
- 1.11 <u>Security Rule</u>. "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.
- 1.12 <u>Standard Transactions</u>. "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 <u>Use and Disclosure to Provide the Services to the Contractor.</u> 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 <u>Use and Disclosure for Management and Administration Purposes</u>. 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 <u>Contractor's Responsibilities</u>. 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 (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.

5.1

- 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 optout 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 <u>The Contractor's Responsibilities</u>. 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 <u>Compliance with Standard Transactions by the Contractor.</u> 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 <u>Effect of Termination</u>. 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 <u>Indemnity</u>. 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 <u>Control of Resolution</u>. 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 <u>Survival</u>. 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 <u>Amendments</u>. 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 <u>Cooperation and Disputes</u>. 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 <u>Regulatory References</u>. 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 <u>Conflicts</u>. 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 <u>Interpretation</u>. 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.

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	JAMES MCGUINNESS & ASSOCIATES, Inc.
By: Print Name: Title:	By: Thin Cs. I fried to Print Name: William C. Smith Title: PRESIDENT Date: 01/18/17
Date:	to the base of the same of the

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 antidiscrimination 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.
- (I) 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 MWBE 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 (j) 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 Certifi ed Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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- 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 MAVBE 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.
- 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 negetiations 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 (I) 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 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.

Appendix L

Certificate of Compliance

	Timothy Frament	(Name)
	1482 Erie Blvd, Schenectady, NY 12305	(Address)
	.(518) 393-3635	(Telephone Number)
Lav Lav wai	e Contractor agrees to either (1) comply with the requirements of the or (2) as applicable, obtain a waiver of the requirements of the Law. In the event that the contractor does not comply with the requirements of the Law, and such contractor established partment that at the time of execution of this agreement, it had a re-	Law pursuant to section 9 of the ements of the Law or obtain a less to the satisfaction of the
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4. In the past five years, an administrative proceeding, investigation, or government body-initiated

judicial action has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,

4. In the past five years, an administration	ve proceeding, investigation, or government body-initiated
or occupational safety and health. If s	not been commenced against or relating to the Contractor in Il laws regulating payment of wages or benefits, labor relations, such a proceeding, action, or investigation has been commenced,
describe below:	•
	·
representatives for the purpose of more investigating employee complaints of I hereby certify that I have read the foregoing	work sites and relevant payroll records by authorized County nitoring compliance with the Living Wage Law and noncompliance. statement and, to the best of my knowledge and belief, it is true sentation made herein shall be accurate and true as of the date
01/18/2017 VS,	Signature of Chief Executive Officer
	VICE PERSON, Government Solutions
·	Signature of Chief Executive Officer Vice Periodot, Government Solutions Timothy Frament, Vice President Name of Chief Executive Officer Vice President, Government Solutions
	VICE PREMITELY CENTER.
Sworn to before me this	
18 day of Sanuary, 20107	
18 day of January, 2017 Sheery A. Likora	SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectady County No. 6017804
Notary Public	Commission Expires Dec. 21, 20

MWBE FORM

- ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
- Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.

Vendor will not require any sub-contractors.

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	m/d/yy
Fighature CSnth, Promiset	1/18/17 Data
Tames M'6unaess & Associates Inc.	
1482 ERIE BoulevARD; Schenectady, NY Address of Organization	12305
• •	

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Jenkins,	Deneen		
From: Sent: To: Subject: Hi, Good Morr Below are	ning,	Mangal, Carla Wednesday, July 24, 2019 9:18 AM Swiencki, Rosemary; Jenkins, Deneen; McCool, L Yansick, Christopher; Sebastian, Siju NYS ACH \$\$\$	aura; McCurry, Theresa; Sallie, James J;
	\$1 W		
Carla			
		Top of Form	
Invoice	Review Payme Payment Detail NASSAU COUN 5254095 Number 006 D0347 Method ACH Amount \$1,137,895 Paid To NASSAU CO	nils NTY OF 796 5.37 OUNTY OF	Business Unit: DOT01 Payment Date 07/24/2019 Pay Status Paid Currency USD
Λ	Country USA Address 1 1 WEST ST	United States	
	Address 2		
		City	
		County	
		State	

Payment Advice

Business Unit	Invoice	Invoice Date	Gross Amount	Discount	
DOH01	C030903 LPPP JAN-MAR 2019	04/24/2019	50,525.50	USD 0.00 US	
DOH01	INVDOH01-C33459GG-3450000-006	07/15/2019	74,369.83	USD 0.00 US	J •
DOT01 3 4	006 D034796	02/06/2019	1,013,000.04	USD 0.00 US	Į.

Return to Payments Made

Bottom of Form

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

. ,

Contract ID#: COHE15000004

Contract Details





Department: Health

SERVICE: Medicaid Billing Services for Preschool Special Education Program

- いなっ 17 #:CFHF1900002	NIFS	\mathbf{m}	#:CLHE16000002
------------------------	------	--------------	----------------

NIFS Entry Date 2/16/2016 Term: from: 1/1/2016 to 12/31/2016

New 🗌 Renewal 🛛	1) Mandated Program:	T	1
Amendment		Yes	Ио⊠
	2) Comptroller Approval Form Attached:	Yes 🛛	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes	No 🗵
Addi. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:		
Blanket Resolution	, , , , , , , , , , , , , , , , , , , ,	Yes 🗌	No 🏻
RES#	5) Insurance Required	Yes 🖂	No

Agency Information

Vend	
Name James McGuinness & Associates Inc.	Vexdor ID#
Address 1482 Erie Boulevard Schenectady, New York 12305	Cantact Person James McGuinness
	Phone (518) 393-3635

Section 1	Cormty Department
1	Department Contact
ļ	Ginny Mundy
Ţ	Address 60 Charles Lindbergh Bivd. Ste. 112 Uniondale, NY 11553 Phone 516-227-8589

Routing Slip

Rec'd.	a department :	Internal Verification	ADATE SIGNATURE Leg. Approyi
2/16/18	Department	MIFS Entry (Dept) NIFS Appvl (Dept. Head)	kequired.
117-77-0		Contractor Registered	-2116/16 / Asa
	OMB	NIFS Approval (Contractor Registered)	1223 L Leverhell Aller Yes No I Not required if
4714	County Attorney	CA RE & Insurance Ferification	Darket resoluti
2/2/16	County Attorney	CA Approval as to form	Yes No N
	Legislative Affairs	Fw'd Original Contract to CA	
42916	County Attorney	NIFS Approval	Depoly a M
//	Comptroller	NIFS Approval	ENTITUDE BOY
6/13/11	County Executive	Notarization Filed with Clerk of the Leg.	Blista Uli



Contract Summary

COITU AC	COUNTIL	Tree l					
Description: Medicaid Bil	ling						
Purposes The Contrac	tor will prov	vide Medicaid bill	ing serv	ices for the Pres	chool Special	Education Program bastify billable services pro	sed on selection from
obtain servic	e records pr	odnce claims and	track a	Il claims and pay	yments and pr	epare management rep	orts for Nassau County
Department	of Health.						
Method of Proc	urement: r this contrac	f was chosen hased	กก ส ก ค พ	alustian of propos	als submitted f	rom posted RFP No. 1001	-1428 and a published
Newsday class	ified ad. Rev	iew included evalus	stion of c	apacity and experi	lence. In additi	on, payment for services i	s determined by the amount
of revenue ger Procurement H	erated by bil	able Medicaid clair	ns produ	iced.			
Contractor'	s selection w	as also based on s	experien	ice and services p	provided satis	factorily for clients hist	orically.
Education Prog and submit clair regular financia	ram. The Cont ms; Reconcile c Il reports; Scre	ractor will: Identify claims and report to Near for referrals; trans	hildren re assau Cou fers and el	eceiving services and inty Fiscal agent; Co ligible students; As a	their eligibility; mmunicate and t reeded, compliant	rain providers to better maxi t with Medicaid in Education	documentatica from providers mize reimbursement; Produce Claiming/Billing handbook.
Special Education productive claim \$12,000, For 201	on services pro n reimbursemé l5.	rided. Fee for service at with an estimated g	is denend	lent on successfully g	enerating Medica	rom Medicaid claim reimbur aid eligible claims. Dollar vai eral Medicaid share 50% is:	sement for Mændated Preschool iue is variable pending \$950.000 and a flat fee of
Change in Cont	ract from Prior	Procurement:					
n/a	_,						
		as submitted)					
Approved as	Submitted,					<u> </u>	
Advisen	nent Inf	formation					
BUDGET		FUNDINGSO	ÜRĈE	AMOUNT	TINE	INDEX/OBJECT	CODE
Fund:	GEN	Revenue Contrac		XXXXXXX	1	The Committee of Committee of the Commit	S
Control:	54	County		\$97,500.00	2	HEGEN5400/DE511	\$97,500.00
Resp;	5400	Federal		\$	3		S
Object:	DE511	State		S	4		5
Transaction:	109	Capital		\$	5		\$
	ا <u>- </u>	Other		S	6		\$
RENEY	VAL		TOTAL	\$97,500.00		<u> </u>	TOTAL \$ 97,500.00
% Increase		l			* *****	a seem	The many part is not well-have supply to a sure of the substitute of the supplementary of the
% Decrease		Document Prepared	By: G	inny Mundy 227	7-8589		Date: 2/16/2015
2 2 4 3 3 3 3 2 2 3	NIFS Certific	atiou		Comptroller C	Certification (Coxfaty	Recusive Approval
I certify	that this document was		l certif	y that an onencumbered beland present in the appropri	e sufficient to cover this co	ntract is Name	lo
Name		THY,	Name	S R	Jun	Date 6//	7/15
Date		10/10	Date	70	1.11	(Fo.	r Office Use Onlys

George Maragos Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: James McGuinness & Associates, Inc.
CONTRACTOR ADDRESS: 1482 Erie Boulevard, Schenectady, NY 12305
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.
I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on
in [newspaper] on [date]. The sealed bids were publicly opened on [date]. [#] of sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on
Potential proposers were made aware of the availability of the RFP by and on the County procurement website. Proposals were due on () proposals were received and evaluated. The evaluation committee consisted of:. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on August 11, 2015 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 10/6/2014. Contract/RFP #HE1001-1428 [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for proposals evaluated, etc.] Attach a copy of the most received a satisfactory evaluation, the any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the country. IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal₂agreement.

VI.

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

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

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

VIII.

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

IX.

Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

February 16, 2016 Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

,							
1. Has the vendor or any corporate office pursuant to the New York State Election ending on the date of this disclosure, or (years prior to the date of this disclosure a campaign committees of any of the follo committees of any candidates for any of Executive, the County Clerk, the Comptilif yes, to what campaign committee?	Law in (a) to (b), beginning and ending of wing Nassatthe following the	the periong April on the da u County ng Nassan	d beginning l, 2018, the te of this dis elected off I County ele	April 1, period b sclosure, icials or ected off	2016 and continuous to the continuous to the continuous to the continuous the con	nd g two ampaign County	
NONE							
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:				٠,			
 VERIFICATION: This section must Vendor authorized as a signatory of the f The undersigned affirms and so sweezs the statements and they are, to his/her knowledged. 	irm for the j bat he/she h	purpose o as read m	of executing nd understo	Centrac	ets.		
The undersigned further certifies and affi identified above were made freely and w benefit or in exchange for any benefit or	ithout dures	s, threat	ition(s) to t or env prom	he camps sise of e	ign cori	amittees nental	
Dated: 05/25/2016	Vendor:	James	McGuir	mess &	Asso	ociates	Pri
DAIGH. (10/00/60/60/6	Print Nam	ne:V	Villiam C	Smit	i	<i>* !</i>	1
	Title;	Pre	sident		_		

APPENDIX D PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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

Principal Name William C. Smith
NSS
Date of birth
Home addres.
City/state/zip_
Business address 1482 Erie Boulevard
City/state/zip_Schenectedy, NY 12305
Telephone (518) 393-3635
Other present address(es)
City/state/zip
Telephone
List of other addresses and telephone numbers attached
Positions held in submitting business and starting date of each (check all applicable) President 03 / 01 / 2014 Treasurer/ / Chairman of Board/ Shareholder/ / Chief Exec. Officer/ Secretary// Chief Financial Officer/ Partner/ / Vice President/ /
(Other)

6. Has Ques	any governmental entity awarded any contracts to a business or organization listed in response to the past 3 years while you were a principal owner or officer? NO X YES If Ye ide details
Provide a	An affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. a detailed response to all questions checked "YES". If you need more space, photocopy the attempt and attach it to the questionnaire.
7. In the Section	past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in 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? NO × YES If Yes, provide details for each such instance.
Ь.	been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO x YES If Yes, provide details for each such instance.
c,	been denied the award of a contract and/or the opportunity to bid on a contract, including, but no limited to, failure to meet pre-qualification standards? NO X YES If Yes, provide details for each such instance.
ď.	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? NO X YES If Yes, provide details for each such instance.
portion initiate proceed	ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy lings, whenever initiated? NO X YESIf 'Yes', provide details for each such instance.
Provide appropi	a detailed response to all questions checked "YES". If you need more space, photocopy the tate page and attach it to the questionnaire.
a)	Is there any felony charge pending against you? NO x YES If Yes, provide details for each such charge.
b) ;	Is there any misdemeanor charge pending against you? NO x YES If Yes, provide

-	c)	Is there any administrative charge pending against you? NO x YES If Yes, provide details for each such charge.
	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? NO <u>x</u> YES <u></u> If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO × YES If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _x _ YES If Yes, provide details for each such occurrence.
9.	you be or loca investi and/or	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state I prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? NO _x _ YES If Yes, provide for each such investigation.
10.	responsand/or state, a	tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation any other type of investigation by any government agency, including but not limited to federal, and local regulatory agencies while you were a principal owner or officer? NO x YES if rovide details for each such investigation.
11.	Questic	past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to offessional license held? NO X YES If Yes, provide details for each such instance.
12.	federal	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable, state or local taxes or other assessed charges, including but not limited to water and sewers? NO _x YES If Yes, provide details for each such year.

Training Contraction of the second of the se

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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of TANUARY 20_17

Sherry A. Sikora Notary Public SHERRY A, SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20

Tames M Guines & Associates Inc.
Name of submitting business

William C. Smith

Tollin Chilly President

PRESIDENT.

<u>6/ 1/8 12017</u> Date

Rev. 3-2016

APPENDIX D PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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

Principal Name Peter Bombard
SSN_SSN_SSN_SSN_SSN_SSN_SSN_SSN_SSN_SSN
Date of birth
Home address
City/state/zip
Business address 1482 Erie Boulevard
City/state/zip Schenectady, NY 12305
Telephone (518) 393-3635
Other present address(es)
City/state/zip
Telephone
List of other addresses and telephone numbers attached
Positions held in submitting business and starting date of each (check all applicable)
President// Treasurer/_/
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary // Chief
Financial Officer / / Partner / /
Vice President 03 / 01 / 2014 / /
(Other)
Do you have an equity interest in the business submitting the questionnaire? NO _X YES If Yes, provide details
Are there any outstanding loans, guarantees or any other form of security or lease or any other typ contribution made in whole or in part between you and the business submitting the questionnaire? X YES If Yes, provide details.

erima Property Property Property	Within the past 3 years, have you been a principal owner or officer of any business or not-for-projectable. Within the past 3 years, have you been a principal owner or officer of any business or not-for-projectable. We are the past 3 years, have you been a principal owner or officer of any business or not-for-projectable.
6.	Has any governmental entity awarded any contracts to a business or organization listed in response to provide details. YES If Y
	TE: An affirmative answer is required below whether the sanction arose automatically, by operation of as a result of any action taken by a government agency. Topriate page and attach it to the questionnaire.
,, 1 S	n the past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in
	a. been debarred by any government agency from entering into contracts with that agency? NO X YES If Yes, provide details for each such instance.
	b. been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO x YES If Yes, provide details for each such instance.
	been denied the award of a contract and/or the opportunity to bid on a contract, including, but not details for each such instance. Output Description Descripti
	action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO x YES If Yes, provide details for each such instance.
proce	or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any ted more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? NO × YES 16 Years, and years ago and years a
"PDIO	priate page and attach it to the questionnaire.
a)	Is there any felony charge pending against you? NO x YES If Yes, provide details for
b)	Is there any misdemeanor charge pending against you? NO _x YES If Yes, provide details for each such charge.

	c) Is there any administrative charge pending against you? NO x YES	If Yes, provide
	d) In the past 10 years, have you been convicted, after trial or by plea, of any fel crime, an element of which relates to truthfulness or the underlying facts of w conduct of business? NO x YES If Yes, provide details for each suc	ony or of any other hich related to the h conviction.
	e) In the past 5 years, have you been convicted, after trial or by plea, of a misden YES If Yes, provide details for each such conviction	- neanor? NO x
	f) In the past 5 years, have you been found in violation of any administrative or starting NO x YES If Yes, provide details for each such occurrence.	atutory charges?
	9. In addition to the information provided in response to the previous questions, in the past you been the subject of a criminal investigation and/or a civil anti-trust investigation by or local prosecuting or investigative agency and/or the subject of an investigation where investigation was related to activities performed at, for, or on behalf of the submitting be and/or an affiliated business listed in response to Question 57 NO x YES If You addition to the information.	any federal, state such usiness entity (es, provide
	10. In addition to the information provided, in the past 5 years has any business or organizate response to Question 5, been the subject of a criminal investigation and/or a civil anti-trustand/or any other type of investigation by any government agency, including but not limit state, and local regulatory agencies while you were a principal owner or officer? NO x yes; provide details for each such investigation.	ion listed in st investigation ed to federal, YES If
·	11. In the past 5 years, have you or this business, or any other affiliated business listed in respondent of professional license held? NO x YES If Yes, provide details for each such	with respect to
	12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water and charges? NO _x _ YES If Yes, provide details for each such year.	

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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.

I. Rela Bombard. being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of TANUARY 2017

Sherry A Siroza Qual
Otary Public Commit

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20

JAMES MEGUINNESS & AGGOCIATE INC

Name of submitting business

Print pame.

Signature

Vie President

<u>B1 | 18 | 2017</u> Date

APPENDIX D PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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

	Principal Name Christopher Wels
	SSN MARKET STATE OF THE STATE O
	Date of birth
	Home address
	City/state/zip_
	Business address 1482 Erie Boulevard
	City/state/zip Schenectady, NY 12305
	Telephone (518) 393-3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
	Positions held in submitting business and starting date of each (check all applicable) President/ Treasurer/ Chairman of Board/ Shareholder/ Chief Exec. Officer/ Secretary/_ Chief Financial Officer/ Partner/ Vice President _03 _/_ 01 _/_ 2014 /
	(Other)
]	Do you have an equity interest in the business submitting the questionnaire? NO X YES If Yes, provide details.
	Are there any outstanding loans, guarantees or any other form of security or lease or any other type contribution made in whole or in part between you and the business submitting the questionnaire? New YES If Yes, provide details.

, OLE	thin the past 3 years, have you been a principal owner or officer of any business or not-for-profit anization other than the one submitting the questionnaire? NO × YES If Yes, provide ails.
. Anos	any governmental entity awarded any contracts to a business or organization listed in response to tion 5 in the past 3 years while you were a principal owner or officer? NO × YES If Yes, de details
Provide a	an affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the te page and attach it to the questionnaire.
7 In the Section	past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 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? NO X YES If Yes, provide details for each such instance.
Ь.	been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES If Yes, provide details for each such instance.
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? NO x YES If Yes, provide details for each such instance.
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? NO X YES If Yes, provide details for each such instance.
portior initiate	iny of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? NO × YES If 'Yes', provide details for each such instance.
Provid approp	e a detailed response to all questions checked "YES". If you need more space, photocopy the riate page and attach it to the questionnaire.
a>	Is there any felony charge pending against you? NO x YES If Yes, provide details for each such charge.
b)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge.

c)	Is there any administrative charge pending against you? NO x YES If Yes, provide details for each such charge.
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? NO x YES If Yes, provide details for each such conviction.
e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO x YES If Yes, provide details for each such conviction.
f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _x _ YES If Yes, provide details for each such occurrence.
or loca investi and/or details 10. In addin respons and/or a state, an	tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? NO x YES If Yes, provide for each such investigation. In the past 5 years has any business or organization listed in the question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and local regulatory agencies while you were a principal owner or officer? NO x YES If years has any business or organization and local regulatory agencies while you were a principal owner or officer? NO x YES If years has any business or organization and local regulatory agencies while you were a principal owner or officer? NO x YES If
Question any prof	ist 5 years, have you or this business, or any other affiliated business listed in response to a 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to essional license held? NO x YES If Yes, provide details for each such instance.
12. For the reference, see the charges?	ast 5 tax years, have you failed to file any required tax returns or failed to pay any applicable tate or local taxes or other assessed charges, including but not limited to water and sewer NO × YES If Yes, provide details for each such year.

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CERTIFICATION

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the items contained in the foregoing pages of this questionnaire and the following pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this /8 day of January 20_17

Sherry A SIKora

SHERRY A. SIKORA
Notary Public; State of New York
Qualified in Schenectady County
No. 6017804
Commission Expires Dec. 21, 20

Tames Me Heriness & Associate Inc. . Name of submitting business

CHRISTOPHER Was

Print name

Ches Vice Prosident

Vice PRESIdent

01 1 18 1 2017 Nate

APPENDIX D PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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

ŧ.	Principal Name Tim Frament
	SSN
	Date of birth
	Home address
	City/state/zip
	Business address 1482 Erie Bouleverd
	City/state/zip Schenectady, NY 12395
	Telephone (518) 393-3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
· ·	Positions held in submitting business and starting date of each (check all applicable) President/ Treasurer/ Chairman of Board/ Shareholder/ Chief Exec. Officer/ Secretary// Chief Financial Officer/ Partner/
7	Vice President 03 / 01 / 2014 / / /
	(Other)
ገ ላ	Oo you have an equity interest in the business submitting the questionnaire? O X YES If Yes, provide details.
	are there any outstanding loans, guarantees or any other form of security or lease or any other type of ontribution made in whole or in part between you and the business submitting the questionnaire? NO

	i ş	/ithin the past 3 years, have you been a principal owner or officer of any business or not-for-proganization other than the one submitting the questionnaire? NOYES _X_ If Yes, provide tails. Have held officer positions in youth soccer Organizations.
: *	prov	any governmental entity awarded any contracts to a business or organization listed in response stion 5 in the past 3 years while you were a principal owner or officer? NO × YES If vide details
i a	VOTE: aw, or a rovide ppropri	An affirmative answer is required below whether the sanction arose automatically, by operation as a result of any action taken by a government agency. a detailed response to all questions checked "YES". If you need more space, photocopy the ate page and attach it to the questionnaire.
17	In the Secti	e past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 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? NO YES If Yes, provide details for each such instance.
	Ь	been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO_x YES If Yes, provide details for each such instance.
	c.	been denied the award of a contract and/or the opportunity to bid on a contract, including, but limited to, failure to meet pre-qualification standards? NO x YES If Yes, provide details for each such instance.
	d.	been suspended by any government agency from entering into any contract with it; and/or is a action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO x YES If Yes, provide details for each such instance.
	portion initiate proceed	been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings during the past 7 years, and/or for any d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? NO X YESIf 'Yes', provide details for each such instance.
	approp	e a detailed response to all questions checked "YES". If you need more space, photocopy the riate page and attach it to the questionnaire.
	a)	Is there any felony charge pending against you? NO x YES If Yes, provide details for each such charge.

	c)	Is there any administrative charge pending against you? NO x YES If Yes, provide details for each such charge.
1	.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? NO x YES If Yes, provide details for each such conviction.
;		in res, provide details for each such conviction.
\$ 0.7 0.7 	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO x YES If Yes, provide details for each such conviction.
Hv 3 - 3	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _x _ YES If Yes, provide details for each such occurrence.
10.	or local investig and/or a details t In addit	tion to the information provided in response to the previous questions, in the past 5 years, have an the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state prosecuting or investigative agency and/or the subject of an investigation where such that a cativities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? NO x YES If Yes, provide for each such investigation.
;	and/or a state, an	tion to the information provided, in the past 5 years has any business or organization listed in the Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation may other type of investigation by any government agency, including but not limited to federal, d local regulatory agencies while you were a principal owner or officer? NO x YES If vide details for each such investigation.
- 11. I	n the pa	st 5 years, have you or this business, or any other affiliated business listed in response to 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to essional license held? NO x YES If Yes, provide details for each such instance.
12. F	or the p	ast 5 tax years, have you failed to file any required tax returns or failed to pay any applicable tate or local taxes or other assessed charges, including but not limited to water and sewer NO x YES If Yes, provide details for each such year.

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1. TMOTHY FRAMENT __, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business

Sworn to before me this 18 day of January

SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectady County No. 6017804

Commission Expires Dec. 21, 20

James Mafuines & Associates Name of submitting business

APPENDIX D PRINCIPAL QUESTIONNAIRE FORM

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	Principal Name James McGuinness
	SSN
	Date of birth
	Home address
	City/state/zip_
	Business address 1482 Erie Boulevard
	City/state/zip Schenectady, NY 12305
	Telephone (518) 393-3635
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer 03 / 01 / 2014
	Chairman of Board 03 / 01 /2014 Shareholder 04 / 01 / 1979
	Chief Exec. Officer / / Secretary // Chief
	Financial Officer / Partner / /
	Vice President / / /
	(Other)
	Do you have an equity interest in the business submitting the questionnaire? NO YES _X
· · · · · · · · · · · · · · · · · · ·	NOYES _x!f Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other ty contribution made in whole or in part between you and the business submitting the questionnaire YES _x If Yes, provide details.

6. [I	las any governmental entity awarded any contracts to a business or organization listed in response to the past 3 years while you were a principal owner or officer? NO X YES If Yes
NOT law, o Provi appro	E: An affirmative answer is required below whether the sanction arose automatically, by operation of any action taken by a government agency. de a detailed response to all questions checked "YES". If you need more space, photocopy the
7. In Se	the past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in ction 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? NO If Yes, provide details for each such instance.
sh-n _j	b. been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO x YES If Yes, provide details for each such instance.
	c. been denied the award of a contract and/or the opportunity to bid on a contract, including, but no limited to, failure to meet pre-qualification standards? NO x YES If Yes, provide
.(Leen 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? NO x YES If Yes, provide details for each such instance.
initial proce	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition is been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any find more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? NO x YES If 'Yes', provide details for any pending bankruptcy
approj	oriate page and attach it to the questionnaire.
	Is there any felony charge pending against you? NO x YES If Yes, provide details for ls there any misdementary and the second of the secon
hì	Is there any misdemeanor charge pending against you? NO x YES If Yes, provide details for each such charge.

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:	Is there any administrative charge pending against you? NO x YES If Yes, provide details for each such charge.
i. d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony or of any othe crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO x YES If Yes, provide details for each such conviction.
e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO x YES If Yes, provide details for each such conviction.
I) .	In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X _ YES If Yes, provide details for each such occurrence.
or local investigated and/or and details for the second and/or and state, and	on to the information provided in response to the previous questions, in the past 5 years, have a the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state prosecuting or investigative agency and/or the subject of an investigation where such the subject to activities performed at, for, or on behalf of the submitting business entity affiliated business listed in response to Question 5? NO × YES If Yes, provide affiliated such investigation. On to the information provided, in the past 5 years has any business or organization listed in the Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation y other type of investigation by any government agency, including but not limited to federal, local regulatory agencies while you were a principal owner or officer? NO × YES If
II. In the pas	5 years, have you or this business, or any other affiliated business listed in response to
any profes	5 had any sanction imposed as a result of judicial or administrative proceedings with respect to sional license held? NO x YES If Yes, provide details for each such instance.

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_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business

Sworn to before me this 18 day of Janua ey

SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectady County No. 6017804 Commission Expires Dec. 21, 20 //

Name of submitting business

Erint name

MWBE FORM

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

Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list of requirements.

Vendor will not require any sub-contractors.

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(Sub-Reciplent)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67,510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211); (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower ther participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CINTUAM C. 5 mills PRESIDENT 85/25/16

Name and Title of Authorized Representative mydy.

JAMES MCGULARES & ABSOCIATE ITX.

1482 ERIE BOWLEVAROL'S Schenectedy NY 12305 Address of Organization

COMP PORM 4061/1 (REV. 2009) Previous editions are obsoleta

Business History Form

The contract shall be awarded to the responsible proposer who, at the disciplion 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 questionneire. The questionneire 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).

Da	te: 05/25/2016
1)	Proposer's Legal Name: James Mc Guinness # Associate anc
2)	Address of Place of Business: 1482 ERIE Boulevard; Schenectady My 12365
	t all other business addresses used within last five years: ハムバモ
3)	Malling Address (if different): SAME
Ph	one: <u>(518)393-3635</u>
Оo	es the business own or rent its facilities? RENT
4)	Dun and Bradstreet number
5)	Federal I.D. Number:
6)	The proposer is a (check one):Soie PropiletorshipPartnershipX Corporation Other (Describe)
7)	Does this business shere office space, staff, or equipment expenses with any other business? Yes No X If Yes, please provide details:
3)	Does this business control one or more other businesses? Yes No:X If Yes, please provide details:

any other business? Yes No_X	affiliates, and/or is it a subsidiary of, or controlled by, If Yes, provide details.
10) Has the proposer ever had a bond or	surety cancelled or forfeited, or a contract with Nessau y terminated? Yes NoX If Yes, state the
(1) Has the proposer, during the past sev lf Yea, state date, court jurisdiction, an	en years, been declared bankrupt? Yes No X nount of liabilities and amount of assets
investigation-by any federal; state or ic the past 6 years, have any owner and/ a criminal investigation and/or a rivil a	is and/or any of its owners and/or officers and/or any is a criminal investigation and/or a civil anti-trust actiminal investigation and/or a civil anti-trust action or investigative agency? And/or, in or officer of any affiliated business been the subject of nti-trust investigation by any federal, state or local interesuch investigation was related to activities illated business.
but not limited to federal, state and loca has any owner and/or officer of an affilia any government agency, including but a agencies, for matters partaining to that	nd/or any of its owners and/or officers and/or any an investigation by any government agency, including if regulatory agencies? And/or, in the past 5 years, ated business been the subject of an investigation by not limited to federal, state and local regulatory individual's position at or relationship to an affiliated roylde details for each such investigation.
charges pertained to events that alleged submitting business, and allegedly relate	107 Yes No Y If You appelled whether
io) Any misdemeanor charge for each such charge.	pending? Yes No 🔏 If Yes, provide details
area or only other crime, all old	een convicted, after trial or by plea, of any felony ement of which relates to truthfulness or the led to the conduct of business? Yes No. V

	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeaner? Yes No _X If Yes, provide details for each such conviction
٠	a) In the past 6 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes NoX If Yes, provide details for each such
- icahai	past (5) years, has this business or any of its owners or officers, or any other affiliated ess had any senction imposed as a result of judicial or equinistrative proceedings with ct to any professional license held? Yes No _X; If Yes, provide details for
SUCA V	a past (5) tax years, has this business failed to file any required tax returns or failed to yapplicable federal, stafe or local taxes or other assessed charges, including but not to water and sewer charges? Yes No If Yes, provide details for each ear. Provide a detailed response to all questions checked YES. If you need more photocopy the appropriate page and attach it to the question naire.
	etailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
Conflict a)	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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
Conflict a)	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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 of interest in acting on behalf of Nassau that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau that may create a conflict of interest or the appearance of a conflict of interest in acting on the conflict of interest or the appearance of a conflict or the appearance of a conflict of interest or the appearance of a conflict or the
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Α.	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.
i	Should the proposer be other than an Individual, the Proposal MUST include:
i Lagran	1) Date of formation; INAY 1979
	Name, addresses, and position of all persons having a financial interest in the James Michaels company, including shareholders, members, general or limited partner;
1	iiii Name, address and position of all officers and directors of the company; SEE ATTACK! iv) State of incorporation (if applicable); New York
· ·	v) The number of employees in the firm; 2.1
1	
ž.	vi) Annual revenue of firm: SEE TREAS URERS not acreed Letter Attached vii) Summary of relevant accomplishments we have been doing this job For your FORA YEAR
	viii) "Goples of all state and local licenses and permits. พอฟฮ
3.	indicate number of years in business. 37
G.	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Mone
٦,	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 Schenechady County
	Contact Person Lisk Mc.II
	Address 107 Nott Terrace
	Dity/State Schenectoolig, NY 12308
	Telephone (518) 386-2815 x 253
	ax #
	-Mali Address Lisa. Mell & Schemectady County, COM
(Gorde	

Company NYS DOH
Contact Person Breadley Hulton
Address Room 695 Corning tower
City/State Albany NY 12237
Telephone (51%) 473-437/
Fex#
E-Mail Address bihos of health, NY, Gov
Company Saffolk County Dept of Health.
Contect Person Rusemarie Prork, MAA
Address 3500 SunRise HighWay Swith 124
City/State GREAT RIVER, NY 11739-9006
Telephone (631) 854 -0190
Fax#
E-Mall Address Rosemaris, PEORRO Suffer Crusty Ny, GOV

C.) Name, Address and position of all officers and directors of the company;

- 1.) Peter Bombard
- 2.) Tim Frament
- 3.) James McGuinness
- 4.) William C. Smith
- 5) Christopher Weis



Vice President Vice President Chairman President Vice President

Mundy, Ginny

From:

Reynolds, Margaret A

Sent:

Monday, February 27, 2017 4:02 PM

To: Mundy, Ginny

Subject:

RE: United Way & James McGuinness

The McGuinness contract arrived. I just looked at it. For sure they need a new business history as this one is nearly a year old. I'm not sure if the PQ's will go because they're old forms, but we can submit them and see if the legislature wants new forms.

Do you want me to send this back for the revised business history form?

Thanksi

Peggy Reynolds Office of the County Atlaney 1550 Franklin Asemie Rm 220 Mineals, NY 11501 516-571-6688

1 West Street - Room 200 Mineala, 974 11501 516-571-4236

From: Mundy, Ginny

Sent: Monday, February 27, 2017 12:28 PM

To: Reynolds, Margaret A

Subject: United Way & James McGuinness

Hi Peggy:

I'm looking for James McGuinness contract #CLHE17000001 and United Way #CMHE17000001.

Can you give me an update as to where they are?

Thanks for your helpl @

Ginny Mundy

Nassau County Department of Health Fiscal Unit 200 County Seat Drive Mineola, New York 11501 Phone: (516)227-8589 Fax: (516)227-7079



Prevent, Promote, Protect.

Email - gmundy@nassaucountyny.gov

This transmission (including any attachments) may contain confidential and privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

Please note my new email address.

Our new address is 200 County Seat Drive, Mineola NY 11501.

HMS AGENCY INC/PHS 301 WOODS PARK DRIVE CLINTON NY 13323

MB 01 014496 70621 B 47 A

pliffiffing litter of Massau

Department of Health

60 Charles Lindbergh Blvd

Uniondale NY 1155311553-3683

Microsoft Partner

Data Platform
 Data Analytics
 Application Development



1482 Erle Boulevard • Schenectady, New York 12305 • 518 393-3635

June 2, 2016

Linda D. Rennie, Director Office of children with Special Needs Nassau County Department of Health 60 Charles Lindbergh Blvd, Suite 100 Uniondale, NY 11553-3683

- 1.) We are a privately held "C" corporation incorporated in New York State.
- 2.) Our Tax-Id is
- 3.) While our statements are not public information, we hereby attest to the following assertions.
 - a. All federal tax requirements have been met.
 - b. All state tax requirements have been met.
 - c. All payroll tax requirements have been met.
 - d. We are not under investigation by any authority.
 - e. We are not in dispute with any taxing agencies.
 - f. We are neither the defendant nor the plaintive in any litigation.
 - g. Our Accounts Payable are current.

SHERRY A. SIKORA
Notary Public, State of New York
Qualified in Schenectady County
No. 6017804
Commission Explices Dec. 21, 20 19

A. A. Loura

Sworn to By:

James McGuinness, Treasurer

GERTIFICATION

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.

யப்புகள் C Smith being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 incircumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducament to enter into a contract with the submitting business

Sworn to before methis 35

50TP

SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectardy County No. 6017804 Commission Expires Dec. 21, 20 🤔

Name of submitting business: TAMES MCGuinness & ASSOCIA

Signature

COUNTY OF NASSAU

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

	Name of the Budity: James McGuinness And Associates, INC.
	Address: 1482 Erie Boulevard
.:	City, State and Zip Code; Schenectady, NY 12305
2.	Entity's Vendor Identification Number:
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co × Closely Hold Corp Other (specify)
4, Direct of Joi sheets	List names and addresses of all principals; that is, all individuals serving on the Board of fors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	s McGuinness, Chairman of the Board (
	m Smith, President
Timoth	ry Frament, Vice President of Government Services
	Weis, Vice President of Commercial Applications
Peter	Bombard, Vice President of Consulting Services
gled, by the description of the state of the	and the second s
held Co	List names and addresses of all shareholders, members, or partners of the firm. If the ider is not an individual, list the individual shareholdres/parlners/members. If a Publicly sporation include a copy of the 10K, in lieu of completing this section. 100%

والمراجعة	the contract of the contract o	
6. List i. above (if subsidiary c	all affillated and related companies and their relationship to the first entered on line none, enter "None"). Attack a separate disclosure form for each affillated or company,	
None		
44 7 MM		
. List r	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid,	
nci, post-ond niployed or is agenoics, mited to the rations inclu- cal property is term is de imployee, co	nii lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, l, etc.). The term "lobbyist" means any and every person or organization retained, designated by any client to influence - or promote a matter before. Nassan County, boards, commissions, department heads, legislators or committees, including but not e Open Space and Parks Advisory Committee and Planning Commission. Such ade, but are not limited to, requests for proposals, development or improvement of rsubject to County regulation, procurements, or to otherwise engage in lobbying as efficied herein. The term "lobbyist" does not include any officer, director, trustee, punsel or agent of the County of Nessau, or State of New York, when discharging ficial duties.	
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(ö) Fassau Count NONE	List whether and w y, New York State):			red as a lobbylat (e.
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Isssau County NONE	TATE AND				
VERIFICATION OF VERIFICATION O	CATION: This spot	ion must be signed a signatury of the fi	by a principal of fluence	te consultant,	
VER IFFO		ion that he signed a signatory of the fi	by a principal of firm for the purpose	te consultant,	

Print Name: Timothy Frament

Title: Vice President of Government Services

Page 4 of 4;

The term lobbying shall mean my attempt to influence: any determination made by the Naszau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; my determination by the County Executive to support, oppose, approve or disapprove any local legislation or resplation, whether or not such legislation has been introduced in the County Legislature; any deformination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, departmentheads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; may 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 peanil for the use of real property of or by the county, or will respect to a franchise, concession or revocable consent; the proposal, adaption, amondment 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 ecope 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 amployee 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.



NASSAU COUNTY DEPARTMENT OF HEALTH 106 CHARLES LINDBERGH BLVD, UNIONDALE, NY 11653

Contractor Evaluation Form

Contract Number: <u>COHE15</u>	<u>000004</u>		**************			
Contract Name: James McGuinness & Associates, Inc.						
Service Provided: Medicaid						
Evaluation Period: From:	1/1/2015	To:	12/31/2015			
Evaluator's Name, Title, Phone #: Linda D. Rennie, PHN V, 516.227.8648.						

Date: 01/04/16

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

	RFORMANCE ALUATION FACTORS	Unsatis- factory 1	Poor 2	Fair 3	Good 4	Excellent 5
a,	Quality of Service					
Ъ.	Timeliness of Service					X
Ç,	Cost Effectiveness	_		<i>-</i>	X	<u> </u>
ď.	Responsiveness to NCDOH Requests					X
e.	Number of Complaints					77
f.	Problem Resolution				······································	X
				· 		X
Ονε	erall Performance Evaluation		;			X

Do you recommend the contractor for future contracts? Yes No

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to NCDOH Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - o NCDOH staff?
 - o Other Nassau County departments?
 - o Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment")
dated as of the date (the "Effective Date") that this Amendment is executed by
Nassau County, 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 County Department of Health, having its principal office at 60 Charles Lindbergh Blvd
Uniondale, New York 11553 (the "Department"), and (ii) James McGuinness & Associates, Inc.
and having an office at 1482 Eric Boulevard, Schenectady, New York 12305 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQHE15000004 between the County and the Contractor, executed on behalf of the County on August 11, 2015 (the "Original Agreement"), the Contractor provides services in connection with the Department's Pre-School Special Education Program, which services are more fully described in the Scope of Work attached as Appendix B to the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2015, with four (4) available one (1) year options to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Ninety-seven Thousand Five Hundred Dollars (\$97,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year (the period January 1, 2016 December 31, 2016, the "First Renewal Year"), so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Ninety-seven Thousand Five Hundred Dollars (\$97,500.00) (the "Amendment Maximum Amount"), payable for services rendered during the First Renewal Year only, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Ninety-Five Thousand Dollars (\$195,000.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the Contingency Fee Schedule attached to the Original Agreement as Appendix A.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

JAMES MCGUINNESS & ASSOCIATES, INC.
By: Willia Chil, Freedent
Name: William C. Smith
Title: President
Date: 2/3/2016
NASSAU COUNTY
ву: (ЛИЛ)
Name: Charly Robert Title: County Executive
Deputy County Executive
Date: 7/11/16

PLEASE EXECUTE IN BLUE INK

	STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
	On the 3rd day of February in the year 2016 before me personally came William C. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Schoectady; that he or she is the President of Tames McGuinness & Assoctate the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
	NOTARY PUBLIC SHERRY A. SIKORA Notary Public, State of New York Oualified in Schenectady County No. 6017804 Commission Expires Dec. 21, 20 LB
	STATE OF NEW YORK) No. 6017804 Commission Expires Dec. 21, 20 IB Alexander Alexander
,	.)ss.: COUNTY OF NASSAU)
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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 antidiscrimination 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 MWBEs") 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.

- 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.
- 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.
 - (i) 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 faise certification as M/WBE compliant or considered breach of the County Contract.
- (I) 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.

Proof of having provided reasonable time for MWBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from MWBEs is suggested to be included with the Best Effort Documentation

b:

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

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 MWBE 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
- 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 (I) 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.

Appendix A - Cost

The cost is based on two components, a flat annual fee and a percentage of net claims.

The flat fee is \$12,000 per year.

The percentage is 9% of the net Medicaid to the County (50% of the Medicaid payment)

Based on an estimated total Medicaid revenue of \$1,900,000 the estimated cost the first year would be \$97,500.

Percentage of claims

Total Medicaid revenue (estimated)	\$1,900,000
Net retained (50%)	\$950,000
9% payment to McGuinness	\$85,500

Annual Amount to James McGuinness & Associates

Flat Fee	al. 10000	iuico
		\$12,000
Estimated Percentage of Total	Claims	\$85,500
Otal	•	\$97,500

Appendix B - Scope of Work

Service Summary

As an approved Medicaid Service Bureau, we will leverage the McGuinness Preschool software that Nassau County currently has been using since the 2000-2001 school year. This includes the web based CPSE Portal that Nassau County currently uses to share data securely with providers and districts.

The providers would provide the relevant information required to support Medicald claiming via the CPSE Portal web site.

We would use the information uploaded by the County along with the Provider to facilitate the claiming process through the MedWeb system provided by COCES CNYRIC. These tasks include

- Checking eligibility of children
- Submitting claims
- Processing response files
- Processing remittance files

Service

This is a brief overview of how the service will actually work.

Nassau County

Nassau County will continue to enter the same data into Preschool as they always have. They would continue to upload that information to the CPSE Portal.

For the employees that process provider billing we would simplify their job. When they receive a bill from the provider, instead of data entering the bill, they would use the information entered by the provider through CPSE Portal. The county would still have the power to approve what to pay and how much to pay. The difference is all the attendance information is supported with the electronic information on CPSE Portal rather than paper, and that information does not need to be retyped into Preschool.

Additionally, there would be a process for the fiscal team to import Medicaid Claiming related data from CPSE Portal into their Preschool database.

Providers

.

Currently, the providers use CPSE Portal to retrieve information about what services they are authorized to provide to children according to the data the County has received

Providers would now begin using CPSE Portal to provide additional information electronically. This includes

Service Provider information

NBI

Licenses

Credentials

- Prescription information
- Service attendance related data that includes

Date, time, location setting

CPT Codes

Diagnosis

Notes

Group Information

Co-visits

This service information can be provided via

- Uploading a file
- Data entry

When service information is submitted, the individual therapist will digitally sign the information acknowledging it is correct. The digital signature uses the Digital Signature algorithm (DSA) which is a Federal Information Processing Standard (FIPS) for digital

The provider / agency will bundle the attendance information into bills. These bills will be submitted by the provider and the bill will be digitally signed by an authorized person of the provider/agency. A Voucher Summary is generated signed and sent to the County along with the County Voucher. The paper attendance notes are not sent to the County, but the County can retrieve them from CPSE Portal at any time.

There is no charge to the providers for using-CPSE Portal to electronically submit to the

James McGuinness & Associates Staff

For eligibility

- Submit every child to CNYRIC for eligibility
- · Reconcile any exceptions on the "near match" report
- Check eligibility through eMedNY for any children with lapses in eligibility. As an approved Service Bureau for Medicaid, we are able to do this systematically.
- When children age out of Preschool, purge those children from the CNYRIC list so they no longer appear on monthly eligibility check.

For claims

- Submit claims to CNYRIC electronically
- Monitor responses files for submission errors and make necessary corrections

eMedNY Facility Practitioner's NPI reporting

 We will maintain the eMedNY list of NPIs and licenses of the therapists that perform services for Nassau County

<u>CPSEPortal</u>

The CPSEPortal software system that is used provides many features for ensuring Medicald compliance. This includes

- Fraud detection of therapists seeing multiple children at the same time
- Fraud detection of Multiple therapists seeing the same child at the same time
- Determining the frequency of services are in compliance with the IEP
- The services are within the written prescription
- The provider ordering/prescribing the service is a Medicaid OPRA approved provider
- Enforcing a digital signature of licensed OT, SLP, PT to cosign any services provided by OTA, PTA, CFP, TSHH
- Checking the dates of co-visits when services are provided by OTA, PTA, CFP & TSHH
- Checking providers against Medicaid exclusion lists
- · Verification of valid CPT code usage (group codes not used for individuals and vice-versa, the # units is consistent with the time, frequency of evaluation CPT Codes)
- Ensuring IEP designated group sessions have at least 2 children in group session

Reports

The majority of reporting will be seen as enhancements and additional data fields in the Preschool software system.

These will include

- Medicaid claiming results
- Cost reports that show amounts paid to provider alongside with SED & Medicaid relmbursements to show net costs by:

Child

Provider

District

Forecast reports for potential Medicaid reimbursements

Additionally we will provide management reports about potential provider compliance issues

These include

- Comparison of IEP proscribed frequency vs. actual frequency of delivered...
- Percentage of non-Medicaid billable claims, along with reasons Any other issues that are prohibiting Medicaid revenue maximization

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of floward 3, 2016 and amends and is made part of the agreement dated as of 2/3/2016 (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between James McGuinness & Associates, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (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

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.

- 1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.
- 1.2 <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R, § 160.103.
- 1.3 <u>FHS</u>. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

- 1.4 <u>Individual</u>. "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).
- 1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).
- 1.6 <u>Privacy Rule</u>, "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.
- 1.7 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.
- 1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- 1.9 <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.
- 1,10 <u>Security Incident</u>. "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.
- 1.11 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.
- 1.12 <u>Standard Transactions</u>. "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 confidentiality on the use and/or disclosure of PHI more stringent than those imposes requirements of ("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 <u>Use and Disclosure for Management and Administration Purposes</u>. 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 <u>Contractor's Responsibilities</u>. 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 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 <u>Responsibilities of the Contractor with Respect to Access. Amendment, Restrictions, and Accounting of Disclosures of PHI</u>. 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 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 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 optout 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 <u>Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI</u>. 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.
- 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 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 <u>Indemnity</u>. 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 <u>Control of Defense</u>. 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 <u>Survival</u>. 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 <u>No Third Party Beneficiaries</u>. 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 <u>Cooperation and Disputes</u>. 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 <u>Regulatory References</u>. 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 <u>Conflicts</u>. 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 <u>Interpretation</u>. 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.

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	JAMES MCGUINNESS & ASSOCIATES, Inc.	
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Print Name:	Print Name: William & Switch	1
Title:	Title: PRESident	(
Date:	Date: 02 03 2016	
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Appendix L

Certificate of Compliance

			ontractor is:		
	<u>William (</u>	C. Smith			(Name)
	1482 Erie l	Blvd, Schenecta	dy, NY 12305		(Address)
	(518) 393	3-3635		(Tel	ephone Number)
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2/3/16 Dated	2	Lilli Clill, P. Signature of President	resident
		William C. Smith Name of President	
Sworn to before me to day of the structure of the structu	nis ruary, 2016 1. Sikora	SHERRY A. SIKORA Notary Public, State of New Y Qualified in Schenectady Col No. 6017804 Commission Expires Dec. 21, 2	unty

Contract ID#: COHE15000004

Contract Details



Department: Health

SERVICE: Medicald Billing

Services for Preschool Special Education Program

NIFS ID #:<u>CQHE15000004</u>

NIFS Entry Date 5/21/2015 Term; from:1/1/2015 to12/312015

New ⊠ Renewal □	1) Mandated Program:	Yes	No.
Amendment	2) Comptroller Approval Form Attached:	Yes 🔯	No [
Time Extension	3) CSEA Agmt. § 32 Compliance Attached;	Yes	No 🗵
Addl, Funds Blanket Resolution	4) Vendor Ownership & Mgmt, Disclosure Attached:	Yes.	
RES#	5) Insurance Required	Yes 🖂	X10 🗆
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Agency Information

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James McGuinness & Associates Inc.	Vendor ID#
Addess 1482 Eric Boulevard Schenectady, New York 12305	Contact Person James McGuinness
	Paone (518) 393-3635

W.Go	unty Department
Departmen Ginny	
Uniond	rles Lindbergh Blvd, Ste. 112 alc, NY 11553
Phone 516-227	1-8589

Routing Slip

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Department: Health

Contract Summary

Description:
Medicaid Billing

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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 HEALTH, AND JAMES MCGUINNESS & ASSOCIATES, INC.

WHEREAS, the County has negotiated a personal services agreement with James McGuinness & Associates, Inc. to provide Medicaid billing services for the Preschool Special Education Program, a copy of which is on file-with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with James McGuinness & Associates, Inc.

George Maragos Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: JAMES McGUINNESS & ASSOCIATES, INC.
CONTRACTOR ADDRESS: 1482 Erie Boulevard, Schenectady, NY 12305
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information. I. \sum The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published
[date]. The sealed bids were publicly opened on
II. If The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on 10/6/2014 [date]. Potential proposers were made aware of the availability of the RFP by Newsday, Nassau County Web [newspaper advertisement, posting on website, mailing, etc.]. 5 [#] of potential proposers requested copies of the RFP. Proposals were due on 10/30/2014 [date]. 5 [#] proposals were received and evaluated. The evaluation committee consisted of: Linda Rennie, Toni Mason, Mary Ellen Goebel. Shannon Jauck, Ginny Mundy [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR;
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The rnemorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

· <u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts; Rev. 02/04

Final Weighted Average Source Accelify Kinney McQuinness PCG Education Sivic Solutions	2. Shannon Jauck 4. Linda Rennie 5 Tani Mason	la bers: I. Mary Ellen Goebel 2 Ginny Mandy	Medicald Billing RFP - Evaluations MEDICALD CLANUNG SERVICE - RFPH HEJORI-1423 CONINCE Requirements and Proposed Solution Version Profile: Organization, Capacity, Methand Experience Creat of Overall Profiler Creat of Overall Profiler
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12/4/2014

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of	, 2015 (together with the
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AND THE PROPERTY OF THE PROPERTY OF A SECTION OF THE PROPERTY	the left serve see the man handle to
at 1482 Erie Boulevard, Schenectady, New York, 12305 (the "Contractor").

WITNESSETH:

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

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

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

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

- 1. <u>Term.</u> This Agreement shall commence upon the commencement of the Contractor submitting and completing the processing of a claim to Medicaid seeking reimbursement for services rendered by a Preschool Special Education Provider for the period January 1, 2015 until December 31, 2015, unless sooner terminated in accordance with the provisions of this Agreement. The County may renew this Agreement under the same terms and conditions for four additional one year periods.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of providing Medicaid claim services for Nassau County's Preschool Special Education Program as more particularly described in the Scope of Work attached hereto as Appendix B. The County and the Department recognize that in order for the Contractor to provide the services described under this Agreement, an orderly transition is necessary between the previous contractor that performed these services on behalf of the County ("Previous Contractor") and the Contractor. As such, the County will make a request to the Previous Contractor that the Previous Contractor performed on behalf of the County.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The maximum amount to be paid to the Contractor for the Contractor's services under this Agreement shall not exceed ninety seven thousand five hundred dollars (\$97,500.00), payable in accordance with the cost set forth in Appendix A attached hereto.
- (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) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three months following the Courty's receipt of the services that are the subject of the claim and no more frequently than once a month.

- (d) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- (f) Reimbursement by the Contractor upon Loss or Refund of Medicaid Funding. It is understood by the parties of this Agreement that the Contractor shall be paid a percentage commission only on actual received and retained Medicaid payments, such commission more fully described under the attached Appendix A. Except to the extent caused solely by error of the County or by submission of fraudulent Information provided by a Preschool Special Education Provider of which the Contractor or its agents did not know or reasonably should not have known, in the event Medicaid payments to the County are reduced or the County is required to refund any previously received Medicaid payments for any reason ("Reduced Medicaid Payments"), the Contractor shall return, on demand, any percentage commission earned under this Agreement on the total amount of Reduced Medicaid Payments, provided that the County submits an invoice to the Contractor along with supporting documentation providing the reasons for the Reduced Medicaid Payments and details about the affected claims to the extent such documentation and information is available to the County. The provisions of this sub-section shall survive the termination of this Agreement.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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 perform services for or 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, and the Business Associate Addendum 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:

- Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to Inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any Information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of this Agreement, to the extent needed for other Contractor agreements with the County, or as required by law. Any Information acquired Independently from a third party source without continuing restriction on use, is exempted from these restrictions to the extent such disclosure is not restricted 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) Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.
- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation.</u> (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. <u>Insurance.</u> (a) <u>Types and Amounts.</u> 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(les) 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(les) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (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 unless the Contractor makes a reasonable determination that obtaining such additional insurance is not feasible, in which case the Contractor reserves the right to terminate this Agreement in accordance with Section 11(b) of this Agreement.
- (b) Acceptability Deductibles: Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (j) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ji) 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) <u>Delivery: Coverage Change: No Inconsistent Action</u>. 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: Walver: Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part.(j) assigned, transferred or disposed of, (ii) amended, (iii) walved, 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (ii) upon mutual written Agreement of the County and the Contractor, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause," as it relates to the County's termination rights under this Agreement, 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 (i) for "Cause" by the Contractor after notifying the County and Department in writing of said breach and allowing County thirty (30) days to cure such breach, or if said breach cannot be cured within thirty (30) days, then a reasonable period of time for cure shall be mutually agreed by the Contractor and the County, (ii) upon mutual written Agreement of the County and the Contractor, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause," as it relates to the Contractor's termination rights under this Agreement, includes: (i) a breach of this Agreement; (ii) material changes in requirements of the Contractor mandated by the County; and (iii) the Maximum Amount under this Agreement has been exhausted and no amendment has been proposed by the County to increase the Maximum Amount, provided, however, it shall be the Contractor's responsibility to notify the Department once Seventy-five percent (75%) of the Maximum Amount has been exhausted.

- (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 years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit

entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. 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 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 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one 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. <u>Work Performance Liability</u>. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with 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 business days after it is mailed or one 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 (j) 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 sel 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.
 - (e) The following appendices are attached hereto and are made a part of this Agreement:

Appendix A

Cost

Appendix B

Scope of Work

Appendix EE

Equal Employment Opportunities for Minorities and Women

Appendix L

Certificate of Compliance

BUSINESS ASSOCIATE ADDENDUM .

- 18. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty-six dollars (\$266) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement, Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

- 21. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

JAMES MCGUINNESS & ASSOCIATES, INC.

Title: Vice President of Government Services

NASSAU COUNTY

By: Name;

Title: County Executive

Deputy County Executive

್ಗಸ Date:_

PLEASE EXECUTE IN BLUE INK

STATE OF COUNTY OF	
Vice presidented the	in the year 2015 before me personally came sonally known, who, being by me duly sworn, did depose and of the state of the the corporation described hereing that he or she signed his or her name thereto by decorporation.
NOTARY PUBLIC	SHERRY A. SIKORA Notary Public, State of New York Qualified in Schenectady County No. 6017804 Commission Expires Dec. 21, 20 18
STATE OF NEW YORK COUNTY OF NASSAU	Shusy A. Dikora
say that he or she resides in the County Executive of the County of Nassay the	in the year 2015 before me personally came conally known, who, being by me duly sworn, did depose and of was two that he or she is a Deputy County municipal corporation described herein and which executed signed his or her name thereto pursuant to Section 205 of County.

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NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PEt254026
- Lualified in Nassaul County
Imission Expires April 02, 20

Meette a Petrice

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 MWBEs") 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.

 Certifled 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.
- (i) 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 falled 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.

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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:

- 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.
- 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 MWBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business-reasons-based-on-(1)-a-therough-investigation-of-MAWBE-qualifications—and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any MWBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an MWBE 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
- 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 (I) 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 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.

Appendix L

1. T	he chief executive officer Vice President of the Contractor is:	
	Timothy Frament	(Name)
	1482 Erie Blvd, Schenectady, NY 12305	(Address)
	(518) 393-3635	(Telephone Number)
L: w D: re	he Contractor agrees to either (1) comply with the requirements of the way or (2) as applicable, obtain a waiver of the requirements of the Law. In the event that the contractor does not comply with the requirements of the Law, and such contractor established epartment that at the time of execution of this agreement, it had a receive such waiver based on the Law and Rules pertaining to waiver reminate the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages against the contract without imposing costs or seeking damages.	Daw pursuant to section 9 of the ements of the Law or obtain a less to the satisfaction of the easonable certainly that it would
3. In ag	the past five years, Contractor has X has not been found ency to have violated federal, state, or local laws regulating paymentations, or occupational safety and health. If a violation has been assemble below:	
3. In ag	lations, or occupational safety and health. If a violation has been assemble below:	
3. In ag	lations, or occupational safety and health. If a violation has been assemble below:	
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	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.
COLLECT	representatives for the purpose of monitoring compliance with the Living Wage Law and
COLLECT	investigating employee complaints of noncompliance. y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the data.
COLLECT	representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance. The complete is the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below. The foregoing statement and to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below. The foregoing statement and to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below. The foregoing statement and to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below. The foregoing statement and to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below.
COLLECT	investigating employee complaints of noncompliance. y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, and complete. Any statement or representation made herein shall be accurate and true as of the date below. 1

Appendix A – Cost

The cost is based on two components, a flat annual fee and a percentage of net claims.

The flat fee is \$12,000 per year.

The percentage is 9% of the net Medicald to the County (50% of the Medicald payment)

Based on an estimated total Medicald revenue of \$1,900,000 the estimated cost the first year would be \$97,500.

Percentage of claims

Total Medicald revenue (estimated)	\$1,900,000
Net retained (50%)	\$950,000
9% payment to McGuinness	\$85,500

Annual Amount to James McGuinness & Associates

Flat Fee	•	\$12,000
Estimated Percentage of Claims	•	\$85,500
Total ,	•	\$97,500

Appendix B - Scope of Work

Service Summary

As an approved Medicald Service Bureau, we will leverage the McGuinness Preschool software that Nassau County currently has been using since the 2000-2001 school year. This includes the web based CPSE Portal that Nassau County currently uses to share data securely with providers and districts.

The providers would provide the relevant information required to support Medicaid . claiming via the CPSE Portal web site.

We would use the information uploaded by the County along with the Provider to facilitate the claiming process through the MedWeb system provided by COCES CNYRIC. These tasks include

- · Checking eligibility of children
- Submitting claims
- · Processing response files
- Processing remittance files

Service

This is a brief overview of how the service will actually work,

Nassau County

Nassatr-County will continue to enter the same data into Preschool as they always have. They would continue to upload that information to the CPSE Portal.

For the employees that process provider billing we would simplify their job. When they receive a bill from the provider, instead of data entering the bill, they would use the information entered by the provider through CPSE Portal. The county would still have the power to approve what to pay and how much to pay. The difference is all the attendance information is supported with the electronic information on CPSE Portal rather than paper, and that information does not need to be retyped into Preschool.

Additionally, there would be a process for the fiscal team to import Medicaid Claiming related data from CPSE Portal into their Preschool database.

<u>Providers</u>

Currently, the providers use CPSE Portal to retrieve information about what services they are authorized to provide to children according to the data the County has received from districts.

Providers would now begin using CPSE Portal to provide additional information electronically. This includes

Service Provider Information

NPI

Licenses

Credentials:

- Prescription information
- Service attendance related data that includes

Date, time, location setting:

CPT Codes

Diagnosis

Notes

Group Information

Covisits

This service information can be provided via

- Uploading a file
- Data entry

When service information is submitted, the individual therapist will digitally sign the information acknowledging it is correct. The digital signature uses the Digital Signature algorithm (DSA) which is a Federal Information Processing Standard (FIPS) for digital signatures.

The provider / agency will bundle the attendance information into bills. These bills will be submitted by the provider and the bill will be digitally signed by an authorized person of the provider/agency. A Voucher Summary is generated signed and sent to the County slong with the County Voucher. The paper attendance notes are not sent to the County, but the County can retrieve them from CPSE Portal at any time.

There is no charge to the providers for using CPSE Portal to electronically submit to the County.

James McGuinness & Associates Staff

For eligibility

- · Submit every child to CNYRIC for eligibility
- · Reconcile any exceptions on the "near match" report
- Check eligibility through eMedNY for any children with lapses in eligibility. As an approved Service Bureau for Medicaid, we are able to do this systematically.
- When children age out of Preschool, purge those children from the CNYRIC list so they no longer appear on monthly eligibility check.

For claims

- Submit dialms to CNYRIC electronically
- Monitor responses files for submission errors and make necessary corrections

eMedNY Facility Practitioner's NPI reporting

 We will maintain the sMedNY list of NPIs and licenses of the therapists that perform services for Nassau County

CPSEPortal

The CPSEPortal software system that is used provides many features for ensuring Medicald compliance. This includes

- · Fraud detection of therapists seeing multiple children at the same time
- · Fraud detection of Multiple therapists seeing the same child at the same time
- Determining the frequency of services are in compliance with the IEP
- The services are within the written prescription
- The provider ordering/prescribing the service is a Medicald OPRA approved provider
- Enforcing a digital signature of licensed OT, SLP, PT to cosign any services provided by OTA, PTA, CFP, TSHH
- Checking the dates of oo-visits when services are provided by OTA, PTA, CFP & TSHH
- Checking providers against Medicaid exclusion lists
- Verification of valid CPT code usage (group codes not used for individuals and vice-versa, the # units is consistent with the time, frequency of evaluation CPT Codes)
- Ensuring IEP designated group sessions have at least 2 children in group session

Reports

The majority of reporting will be seen as enhancements and additional data fields in the Preschool software system.

These will Include

- Medicaid claiming results
- Cost reports that show amounts paid to provider alongside with SED & Medicald reimbursements to show net costs by;

Child

Provider

District

Forecast reports for potential Medicald reimbursements

Additionally we will provide management reports about potential provider compliance issues.

These include

- Comparison of IEP proscribed frequency vs. actual frequency of delivered services .
- Percentage of non-Medicaid biliable claims, along with reasons
 Any other issues that are prohibiting Medicaid revenue maximization.

BUSÍNESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of, 2015 and amends and is made
rt of the agreement dated as of (as the same may be amended, modified, or
pplemented, including, without limitation, by this Addendum, the "Agreement") by and between Jemes
octumness & Associates, Inc. (the "Contractor") and Nassau County, a New York municipal
rporation, acting on behalf of the County Department of Health (collectively, the "County"). The
bunty, and the Contractor mutually agree to modify the Agreement to incorporate the terms and
nditions of this Addendum to comply with the requirements of the Health Insurance Portability and
populatability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Paris 160-164)
offeotively, "FIIPAA.").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHP"), including but not limited to, Electronic Protected Health Information ("BPHP") 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 Centractor with respect to the use and disclosure of PHI and 'RPHI; 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, THEREPORE, 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

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.

- 1.1 <u>Designated Record Set</u>, "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.
- 1.2 <u>Blectronic Protected Health Information</u>, "Electronic Protected Health Information" or "BPHI" shall have the meaning set forth in 45 C.F.R. § 160,103.
- 1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

- 1.4 <u>Individual</u>. "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).
- 1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).
- 1.6 <u>Privacy Rule</u>, "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CPR Part 160 and Part 164.
- 1.7 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.
- 1.8 Required by Law, "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- 1.9 <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.
- 1.10 <u>Security Incident</u>, "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.
- 1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.P.R. Part 160 and Part 164.
- 1.12 <u>Standard Transactions</u>, "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 <u>Use and Disclosure for Management and Administration Purposes</u>. 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 (li) 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 hind 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 PHL

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

- 3.1 <u>Contractor's Responsibilities</u>, 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 PIH 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; (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 <u>Responsibilities of the Contractor with Respect to Access. Amendment, Restrictions, and Accounting of Disclosures of PHI</u>. 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 Raile:
- 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 those 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 optout 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, is writing, of any PFII 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
- 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 EPMI 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;
 - (ii) 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 Curs. 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 ours 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 <u>Effect of Termination</u>. 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 <u>Indemnity.</u> 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 Indomnitees 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 apprepriate 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 <u>Control of Resolution</u>. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve my 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.

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 he 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 PHL.
- 10.4 <u>Cooperation and Disputes</u>. 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 <u>Regulatory References</u>. 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 <u>Conflicts</u>. Any conflicts or inconsistences 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 <u>Interpretation</u>. 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,

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	JAMES MCGUINNESS & ASSOCIATES, Inc.
By: Print Name; Title: Date:	By: Buth Brummet Print Name: Timothy Frament Title: Vice President Coverance Servi (4) Date: 5/20/15

Page 1 of 4

COUNTY OF NASSAU

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

Į,	Name of the Buddy: James McGuinness And Associates
	Address, 1482 Erie Boulevard
	City, State and Zip Code: Schenectady, NY 12305
2,	Entity's Vendor Identification Number:
3,	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co X Closely Held Corp Other (specify
	List names and addresses of all principals; that is, all individuals serving on the Board of or comparable body, all partners and limited patners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
Jame	s McGuinness, Chairman of the Board
Willie	m Smith, President
Timoth	ny Frament, Vice President of Government Services (1946 F
Chris \	Wels, Vice President of Commercial Applications
Peter	Bombard, Vice President of Consulting Services (90
1-sydbagar	
	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholdres/partners/members. If a Publish or poration include a copy of the 10K in lieu of completing this section. See McGuinness, Chairman of the Board (1985) Denotes the little of the lieu of completing this section.

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<u>.</u>	6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if ague, onter "None"). Attack a segment of their relationship to the firm entered on line	
# *	I. above (if aone, enter "None"). Attack a separate disclosure form for each affiliated or subsidiary company. None	:
	7. List all jobhvists whose garden years and the state of	
	bid, post-rid, orc.). 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, hourds, expended to designate the form of the first agencies.	i
	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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbying" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging hits or her official duties.	
or a state was been experienced to the pro-	(a) Name, title, basiness address and talephone number of labbyist(s); None	
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	(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete tion of lobbying activities.
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Nessau C	c) List whether and where the person/organization is registered as a lobbyist (e.g., lounty, New York State):
N/A	D) List whather and where the personverganization is registered as a lobbylet (e.g., County, New York State):
Nessau C	c) List whether and where the person/organization is registered as a lobbyist (e.g., lounty, New York State):
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Nassnu (N/A N/A 8. VI Contractor	o) List whether and where the person/organization is registered as a lobbyist (e.g., county, New York State):

Title: Vice President of Government Services

Page 4 of 4;

The term lobbying shall mean any attempt to influence; any determination made by the Massau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or subspance 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; my determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monles; any determination made by the County Expositive, 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 of 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, my determination made by an elected county official or an officer or simployee 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 pannit for the use of real property of or by the county, or with respect to a franchise, concession of 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 heming. the issuance, repeal, modification or substance of a County Executive Order or any determination made by an elected county official or an officer or amployee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination ranged to support or oppose that is contingent on any arrendment of such legislation, rule or regulation, whether or not such logislation has been formally introduced and whether or not such rule of regulation has been formally proposed.



CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 6/25/2016 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(les) 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). HMS AGENCY INC/PHS PHONE (A/C, No, Ext); (866)467-8730 (AVC, No): (888) 443-6112 111366 P: (866) 467-8730 F: (888) 443-6112 E-MAIL ADDRESS: 301 WOODS PARK DRIVE INSURER(S) AFFORDING COVERAGE MAICH CLINTON NY 13323 MSURERA: Hartford Casualty Ins Co MSURERs: Hartford Fire Ins Co INSURER C JAMES MCGUINNESS & ASSOCIATES, INC. INSURER b: 1482 ERIE BLVD INSURER E : SCHENECTADY NY 12305 INBUAER F: COVERAGES CERTIFICATE 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 REVISION NUMBER: TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, INST TYPE OF INSURANCE ADDI SUBR INSR IVVD POLICY EFF (MM/DD/YYYY) POLICY NUMBER POLICY EXP (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1,000,000 CLAIMS-MADE | X OCCUR DAMAGE TO RENTED :300,000 PREMISES (Ea occurrence) Х General Liab Х 01 SBA AR0103 07/01/2016 07/01/2017 MED EXP (Any one person) *10,000 PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 PRO- X LOC POLICY PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT :1,000,000 (Ea accident) **ANY AUTO** BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED Α AUTOS NON-OWNED 01 SBA AR0103 07/01/2016 07/01/2017 BODILY INJURY (Per accident) HIRED AUTOS ONLY X Х PROPERTY DAMAGE (Per accident) AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE 1,000,000 EXCESS LIAB CLAIMS-MADE 01 SBA AR0103 07/01/2016 07/01/2017 AGGREGATE \$1,000,000 X RETENTION \$10,000 D⊟r WORKERS COMPENSATION AND EMPLOYERS'LLABILITY ANY PROPRIETOR/PARTNER/EXECUTIVEYIN OPFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/ A 500,000 01 WEC TQ4913 03/01/2016 03/01/2017 E.L. DISEASE-EA EMPLOYEE 3500,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 500,000 Technology E&O 01 SBA AR0103 07/01/2016 07/01/2017 1,000,000/1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLASORD 181, Additional Rumarks Schodule, may be attached if more space is required. Those usual to the Insured's Operations. CERTIFICATE HOLDER CANCELLATION

County Of Nassau Department of Health 60 Charles Lindbergh Blvd Uniondale, NY 11553-3683

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

Tallow

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STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) James McGuinness & Associates, Inc.	1b. Rusiness Telephone Number of Insured 518-393-3635 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Rederal Employer Elemitication Number of Insured or Social Security Number			
1482 Erie Bivd Schenectady, NY 12305				
Wark Location of Insuxed (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wray-Up Palicy)				
Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Health County Indiana.	3a. Name of Insurance Carrier Hartford Fire Ins Co 3b. Policy Number of eatily listed in box "1a"			
60 Charles Lindbergh Blvd Unlondale, NY 11553-3683	01WECTQ4913 3c. Policy offertive period			
	03/01/2016 to 03/01/2017			
	3d. The Proprietor, Partners or Executive Officers are included. (Only check how if all partners/officers included) all excluded or certain partners/officers excluded.			
This contities that the insurance camer indicated above in box "3" incompensation under the New York State Workers' Compensation Law. (Tout he INFORMATION PAGE of the workers' componsation insurants Carifficate of Insurance to the entity listed above as the certificate he includes a financial continuation of the insurance Carrier will also notify the above certificate holder within 1 within 30 days if there are reasons other than nonpayment of premiums in the insurance carrier are reasons other than nonpayment of premiums in the content of the carrier are reasons.	o use this form, New York (NY) must be listed under <u>Hem 3A</u> nee policy). The Insurance Carrier or its licensed agent will send older in hox "2".			
ndicated on this Certificate. (These notices may be sent by regular mail.) approved by the insurance carrier or its licensul agent, or until the p	Illiarilles this Cortificate towall free as a same of a state to			
lease Notes Upon the encellation of the workers' compensation parted on a permit, license or contract issued by a certificate holder, ertificate of Workers' Compensation Coverage or other authorize by the New York State Workers' Compensation	olicy indicated on this form, if the business continues to be the business must provide that confidence holder with a new d proof that the business is complying with the mondature			
nder penalty of perjury, I certify that I am an authorized represen 10ve and that the named insured has the coverage as depicted on th	tativo or ilconsed agent of the insurance carrier referenced its form.			
Approved by: Christle M. Lacilan (Print pane of authorized sepresentative of	or licensed sport of insupports according			
Approved by: / Mist M hanfall	01/18/2017 (Dela)			
Title: Broker	and the same of th			
lephone Mumbar of authorized representative or licensed agent of insu	rauga ontriet: <u>518-690-0360</u>			
ease Noter Only insurance carriers and their licensed agents are au	thorized to lastic Form C-105.2. Insurance brokers are Nort			

C-105,2 (9-07)

authorized to issue it.

STATE OF NEW YORK WORKERS' COMPENSATION ROARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

7,20 (102,112,113)	TENDETION THOUGHTON COVERAGE
1s. Logal Name & Address of Insured (Use street address only) James McGuinness & Associates, Inc. 1482 Erie Blvd Schenectady, NY 12305 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	518-393-3635 1c. NYS Unemployment Insurance Employer Registration Number of Insured
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Health 60 Charles Lindbergh Blvd Uniondale, NY 11553-3683	3a. Name of Insurance Carrier Hartford Fire Ins Co 3b. Policy Number of entity listed in box "ia" 01WECTQ4913 3c. Policy effective period 03/01/2017 to 03/01/2018 3d. The Proprietor, Partners or Executive Officers are included. (Only check box it all partners/officers excluded.
This certifies that the insurance carrier indicated above in box "3" in compensation under the New York State Workers' Compensation Law. (In the INFORMATION PACE of the workers' compensation insurates Certificate of Insurance to the entity listed above as the certificate in the Insurance Centric will also notify the above certificate incident within 30 days IF there are reasons other than nonpayment of premiums adjudged on this Certificate. (These notices may be sent by regular mail approved by the insurance currier or its licensed agent, or until the lease Notes Upon the cancellation of the workers' compensation paned on a permit, license or contract based by a curificate holder crifficate of Workers' Compensation Coverage or other authorizers or equirements of the New York State Workers' Compensation coverage or other authorizers or equirements of the New York State Workers' Compensation	To use fills form, New York (NY) must be listed under Item 3 mee policy). The Insurance Carrier or its incessed agent will sen holder in box "2". 10 days IF a policy is conceled due to nonpayment of premiuns a that cancel the policy or eliminate the insured from the coverage.) Otherwise, this Certificate is valid for one year after this for policy expiration date listed in box "3c", whichever is earlier policy indicated on this form, if the business continues to be, the business must provide that certificate holder with a research proof that the business must provide that certificate holder with a research proof that the business must be a possible or the first the business must be business than the business must be business the business from the business than the business that the business t
actor penalty of perjury, I certify that I are an authorized representative and that the unmed has need has the coverage as depicted on the Approved by: Christie in Accijan Approved by: Christie in Accijan Approved by: Signeture)	ntative or licensed agent of the insurance carrier referenced this form.
lephone Number of authorized representative or licensed agent of inst	Protect and CAR NOO AROA
mphone rounder of numerized representance of neensed agents are at thorized to issue it,	

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