



E-153-17

Contract ID: CQSS17000034

Department: Social Services

Capital:

SERVICE: Imaging

NIFS ID #: CQSS17000034

NIFS Entry Date: 18-MAY-17

Term: from 01-JUL-17 to 30-JUN-22

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

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

<b>Vendor Info:</b>	
Name: New York Industries for the Disabled (NYSID)	Vendor ID#: 132841179
Address: 11 Columbia Circle Drive Albany, NY 12203	Contact Person: Meredith Hartman
	Phone: 518 463-9706

<b>Department:</b>
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

2017 JUN 19 A 10:24  
MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

## Routing Slip

Department	NIFS Entry: X	26-MAY-17 -- MKANOWITZ
Department	NIFS Approval: X	01-JUN-17 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	05-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	01-JUN-17 -- AROMANO
County Atty.	Insurance Verification: X	02-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	01-JUN-17 -- DMCDERMOTT

Dep. CE	Approval: X	16-JUN-17 -- ENAUGHTONCE
Leg. Affairs	Approval/Review: X	12-JUN-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Services are provided on site at DSS and include document preparation, image capture and indexing, quality assurance, and document files reassembly. The contractor utilizes hardware and software provided by DSS. Imaging services are shared by DSS, the Departments of Health (DOH) and Human Services (DHS). (New Contract)
<b>Method of Procurement:</b> NYSID is a preferred source vendor. New York State Finance Law, Article XI, Section 162, mandates that a right of first refusal to supply these services must be extended to this agency prior to the solicitation of a competitive procurement because these services are included in the list of Preferred Source Offerings established under the law. The preferred source method is also required under Nassau County Procurement Policy CE-01 January 2017.
<b>Procurement History:</b> New contract. The services have previously been supplied pursuant to a "Blanket Purchase Order" by a different vendor. (Micro Media)(Smooth Solutions) BPO ID: BPNC07000345. The BPO was originally established in 2008 competitively via RFP NCHHS2007, RFP#S960275-E.1. An RFP was issued by DSS#SS1121-1634 on November 21, 2016. The RFP was withdrawn in response to the proposal of NYSID in accordance with the preferred source requirements.
<b>Description of General Provisions:</b> The imaging project described herein is a partnership between DSS and its prime contractor, the New York State Industries for the Disabled, Inc. (NYSID), and NYSID's subcontractors, Seery Systems Group, Inc. (SSG) and Abilities Inc. (Abilities). Pursuant to NYS Finance Law, Article XI, Section 162, the NYS Office of General Services (OGS) Procurement Bulletin, Preferred Source Guidelines, and Nassau County Procurement Policy/Procedure Countywide Policy # CE-01, Section X. Preferred Sources
<b>Impact on Funding / Price Analysis:</b> Federal 45% State 20% County 35%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	ssgen1000/de500	\$ 0.01
Control:	10	Contract:				\$ 0.00
Resp:	1000	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.01			\$ 0.00
Transaction:	CQ	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 0.01		TOTAL	\$ 0.01
% Increase						
% Decrease						



## Nassau County Interim Finance Authority

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

1. **Vendor:** New York Industries for the Disabled (NYSID)

2. **Dollar amount requiring NIFA approval:** \$500000

**Amount to be encumbered:** \$.01

This is a New

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

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

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

3. **Contract Term:** 07/01/2017 to 06/30/2022

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

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 45

State % 20

County % 35

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Services are provided on site at DSS and include document preparation, image capture and indexing, quality assurance, and document files reassembly. The contractor utilizes hardware and software provided by DSS. Imaging services are shared by DSS, the Departments of Health (DOH) and Human Services (DHS). (New Contract)

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

05-JUN-17

**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.**

RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES AND NEW YORK STATE  
INDUSTRIES FOR THE DISABLED (NYSID)

WHEREAS, the County has negotiated a personal services agreement with New York State Industries for the Disabled (NYSID) to provide document imaging services for the Department respecting paternity, local support and Uniform Interstate Support Act, 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 agreement with New York State Industries for the Disabled (NYSID).

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: New York State Industries for the Disabled (NYSID)

CONTRACTOR ADDRESS: 11 Columbia Circle Drive, Albany, NY 12203

FEDERAL TAX ID #: 132841179

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). (SEE THE CONTRACT SUMMARY CONCERNING "PREFERRED SOURCE".

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

  
Department Head Signature

  
Date

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



## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

- None -

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

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

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

Dated: 2/7/17

Vendor: New York State Industries for Assembled

Signed: [Signature]

Print Name: Brian Schnick

Title: VP - Contract Admin.

## **Exhibit B**



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.

- None -

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

- None -

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

- None -

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

- None -

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

- None -

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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 of 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.

7. 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?

- None -

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: 3/27/17

Signed:



Print Name:

Brian Schneider

Title:

VP - Contract Administration

**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.

Principal Questionnaire:

*NYSID submits this partnership questionnaire voluntarily despite its status as the designated preferred source provider for New Yorkers with disabilities by the New York State Education Department.*



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Alan Krafcin  
Date of birth 10/17/1952  
Home address 153 Pine St  
City/state/zip Rensselaer NY 12144  
Business address 22 Corporate Woods Blvd.- 5th Floor  
City/state/zip Albany, NY 12211  
Telephone (518) 944-2100  
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 9 / 22 / 2016  
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 x NO     If Yes, provide details. Center for Disability Services

6/9/17 AK

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 X *AK 6/9/17*  
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO 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. 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? 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.

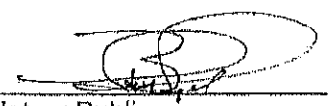
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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 ☒ 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 ☒ 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, 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 ☒ If Yes, provide details for each such year.

**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, Alan Krafchin, 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.

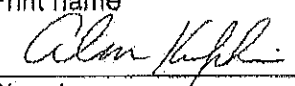
Sworn to before me this 20<sup>th</sup> day of March 2017

  
\_\_\_\_\_  
Notary Public  
STANLEY B. SEGAL  
Notary Public, State of New York  
No. 4862752  
Qualified in Albany County  
Commission Expires 10/09/17

New York State Industries for the Disabled, Inc.

Name of submitting business

Alan Krafchin  
Print name

  
\_\_\_\_\_  
Signature

Treasurer of the Board  
Title

3 120 117  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Brian Schneider  
Date of birth 3 / 1 / 1971  
Home address 221 Merand Rd.  
City/state/zip Covington, N.Y. 12211  
Business address 11 Columbia Circle Dr.  
City/state/zip Albany, N.Y. 12203  
Telephone 518-463-9706  
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 7 / 27 / 2015 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(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 ☒ 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 ☒; If Yes, provide details. \_\_\_\_\_

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide 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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such charge. \_\_\_\_\_
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

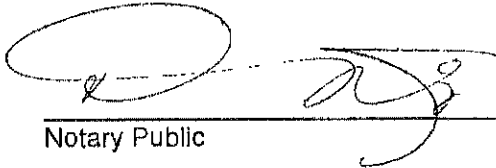
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction. \_\_\_\_\_
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details 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 ☒ 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 ☒ 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; 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 ☒ If Yes, provide details for each such year. \_\_\_\_\_

**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, Brian Schneider, 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 28th day of March 2017

  
\_\_\_\_\_  
Notary Public

DONNA M WITKO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01W15081182  
Qualified in Albany County 2017  
My Commission Expires September 29, \_\_\_\_

New York State Industries for the Disabled d/b/a: NYSID  
Name of submitting business

Brian Schneider  
Print name

  
Signature

Vice President - Contract Administration  
Title

3, 28, 2017  
Date



## PRINCIPAL QUESTIONNAIRE FORM

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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 Michael Decker  
Date of birth 8 / 15 / 61  
Home address 195 Clinton St Apt 3  
City/state/zip Brooklyn, NY 11201  
Business address 83 Maiden Lane- 11th Floor  
City/state/zip New York, NY 10038  
Telephone (212) 780-2507  
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 10 / 01 / 2014  
Chairman of Board 9 / 22 / 2016 Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary 10 / 01 / 2014  
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 x NO    ; If Yes, provide details. AHRC-NYC

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide 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 ☒ 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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; 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 ☒ If Yes, provide details for each such year.

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I, Michael Decker, 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 28 day of February 2017

Pamela T. Minkoff  
Notary Public

**PAMELA T. MINKOFF**  
Notary Public, State of New York  
No. 01M14862768  
Qualified in Richmond County  
Commission Expires Feb. 26, 2018

New York State Industries for the Disabled, Inc.

Name of submitting business

Michael Decker  
Print name  
[Signature]  
Signature

Chairman of the Board  
Title

2 / 28 / 17  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Ronald Romano  
Date of birth 4 / 30 / 1967  
Home address 1014 DiBella Drive  
City/state/zip Schenectady, NY 12303  
Business address 11 Columbia Circle Drive  
City/state/zip Albany, NY 12203  
Telephone (518) 463-9706  
Other present address(es) N/A  
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 10 / 1 / 2010 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 10 / 1 / 2010 Secretary \_\_\_\_\_  
Chief Financial Officer 8 / 11 / 1997 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. 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 X  
X If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO 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. 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? 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.

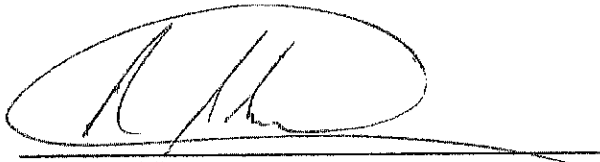
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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 ☒ 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 ☒ 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; 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 ☒ If Yes, provide details for each such year.

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I, Ronald Romano, 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 27<sup>th</sup> day of February 2017


  
Notary Public

BRIAN SCHNEIDER  
Notary Public- State of New York  
No. 01SC6331060  
Qualified in Albany County  
My Commission Expires Sept. 28, 2019

New York State Industries for the Disabled, Inc.

Name of submitting business

Ronald Romano  
Print name

  
Signature

President and CEO  
Title

2, 27, 17  
Date



## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Carolina Cordero Dyer  
Date of birth 6/18/58  
Home address 67 Stoneva V Cirde  
City/state/zip White Plains NY 10607  
Business address 809 Westchester Avenue  
City/state/zip Bronx, NY 10455  
Telephone (718)707-2648  
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 9/22/2016  
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 x NO    ; If Yes, provide details. The Osborne Association, Inc.

Thomas Mott Osborne Memorial Fund Inc  
Osborne Treatment Services, Inc  
NYC Employment & Training Coalition 3-2016  
Osborne Social Ventures LLC

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ 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? YES ☐ NO ☒ 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 ☒ If Yes, provide details for each such conviction.
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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 ☒ 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 ☒ 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, 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 ☒ If Yes, provide details for each such year.

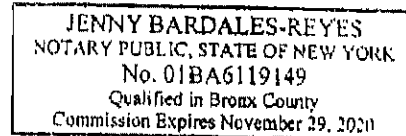
**CERTIFICATION**

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, Carolina Cordero Dyer, 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 27 day of February 2017

Jenny Bardales-Reyes  
Notary Public



New York State Industries for the Disabled, Inc.

Name of submitting business

Carolina Cordero Dyer

Print name

Carolina Cordero  
Signature

Secretary of the Board

Title

2, 27, 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Sheryl P. Buchel  
Date of birth 4 / 9 / 1956  
Home address 64 Crescent Court  
City/state/zip Old Bethpage, NY 11804  
Business address 201 I. U. Willets Road  
City/state/zip Albertson, NY 11507  
Telephone 516-465-1575  
Other present address(es) NONE  
City/state/zip NONE  
Telephone NONE  
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 10 /      / 2007 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. 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 X If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO 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. 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? 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.
- 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; 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.

#### **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, Sheryl P. Buchel, 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 1<sup>ST</sup> day of February 2017

Barbara Cano  
Notary Public

BARBARA CANO  
Notary Public, State Of New York  
No. 01CA5088734  
Qualified In Nassau County 2017  
Commission Expires November 24, 2017

Abilities, Inc.

\_\_\_\_\_  
Name of submitting business

Sheryl P. Buchel  
Print name

Sheryl P. Buchel  
Signature

Executive VP & CFO  
Title

February / 1 / 2017  
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: 2/15/17

- 1) Proposer's Legal Name: New York State Industries for the Disabled, Inc. d/b/a NYSID
- 2) Address of Place of Business: 11 Columbia Circle Drive, Albany, N.Y. 12203

List all other business addresses used within last five years:

- None -

- 3) Mailing Address (if different): No

Phone: 518-463-9706

Does the business own or rent its facilities? Own

- 4) Dun and Bradstreet number: 15-086-6374

- 5) Federal I.D. Number: 13-2841179

- 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 ☐ If Yes, please provide details: Zero Rez - Cleaning Services - Wholly Owned

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. None
- 
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). None
- 
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets None
- 
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. None
- 
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. None
- 
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. None
- 
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. None
- 
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction None

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No ☒ If Yes, provide details for each such conviction. None

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No ☒ If Yes, provide details for each such occurrence. None

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒ If Yes, provide details for each such instance. None

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. None

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

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

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 1975
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; None
- iii) Name, address and position of all officers and directors of the company; See Attached
- iv) State of incorporation (if applicable); New York State
- v) The number of employees in the firm; 73
- vi) Annual revenue of firm; \$8,223,000
- vii) Summary of relevant accomplishments See Attached Annual Report
- viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. 42 years

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

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

Company Town of East Hampton  
Contact Person Jeanne Carroza  
Address 159 Portigo Rd.  
City/State East Hampton, N.Y.  
Telephone 631-324-4183  
Fax # \_\_\_\_\_  
E-Mail Address jcarroza @ ehamptonny.gov

Company Village of Lynbrook  
Contact Person Brian Stanton  
Address 1 Columbus Drive  
City/State Lynbrook, N.Y.  
Telephone 516-599-8828  
Fax #                       
E-Mail Address bstanton@lynbrookvillage.com

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Company Village of Rockville Centre  
Contact Person Francis Menting  
Address P.O. Box 950  
City/State Rockville Centre, N.Y.  
Telephone 516-678-9366  
Fax #                       
E-Mail Address fmenting@rvcny.us

# NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

## CORPORATE COMPLIANCE PLAN

### CONFLICT OF INTEREST POLICY

#### Background

NYSID is an organization subject to the New York Not-for-Profit Corporation Law with respect to its governance, including dealing with conflicts of interest. The Nonprofit Revitalization Act of 2013 imposes several new requirements with respect to conflicts of interest, in addition to case law and common law which deals with these concerns.

Additionally, NYSID is an organization described in Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and so is subject to the requirements of Code Section 4958 with respect to various dealings with disqualified persons.

The Board members, officers and directors of NYSID are responsible for upholding a public trust and are called to a higher standard of stewardship in order to meet the special privileges that our tax-exempt status allows. The Board members, officer's and director's actions should meet or exceed these higher standards rather than only minimally satisfy the requirements of tax- exempt status. Areas of behavior to be avoided include personal conflicts of interest by Board members officers and directors, their families and business associates, questionable investments, improper treatment of consumers, improper use of funds raised (especially for personal remuneration), expensive and inefficient fundraising practices, failure to meet legal requirements and similar offenses

The Board of Directors of NYSID has adopted the following policy designed to avoid possible conflict between the personal interests of Board members, officers and directors and the interest of NYSID. The purpose of this policy is to ensure that decisions about NYSID operations and the use and dispositions of NYSID assets are made solely in terms of benefits to NYSID and are not influenced by any private profit or other personal benefit to the individuals affiliated with NYSID who take part in the decision.

In addition to actual conflicts of interest (as defined by this policy), Board members, officers and directors are also obliged to avoid actions that could be perceived or interpreted to be in conflict with NYSID's interest. While these situations are not specifically covered by this policy, Board members, officers and directors should disclose these situations as they arise for consideration by the Board or committee.

This Conflict of Interest Policy (the "Policy") is intended to contain in a single policy the relevant legal rules and best practices which govern NYSID and its handling of conflicts of interest which include related party transactions as defined under the New York Not-for-Profit Corporation Law.

No policy can anticipate the fullest range of factual circumstances which may entail a conflict of interest. Accordingly, it is important to interpret and apply this Policy in a way which best assists NYSID's governing Board and others in meeting their obligations under the law.

Questions arising under this Policy should be forwarded to the Vice President, Compliance, for consideration and resolution.

### Who is subject to this Policy?

Any person who is a Related Party is subject to this policy. Related Party is defined as the following:

- (1) Any individual who currently serves or has served in the following capacities within the past five (5) years:
  - (a) a voting member of the Board of Directors of NYSID or any Affiliate of NYSID;
  - (b) an officer of NYSID or any Affiliate of NYSID, including, but not limited to (i) a President, Chief Executive Officer, Chief Operating Officer and any other individual who has ultimate responsibility (individually or shared) for implementing the decisions of the Board or for supervising the management, administration, or operation of NYSID; and (ii) a Treasurer, Chief Financial Officer and any other individual who has ultimate responsibility (individually or shared) for managing the finances of NYSID; or
  - (c) a Key Employee of NYSID or any Affiliate of NYSID.
- (2) Any Relative of those persons listed in (1) above. A "Relative" includes: spouse; domestic partner as defined in New York Public Health law Section 2954-A; ancestors; brothers and sisters (whether whole or half-blood); children (whether natural or adopted); grandchildren; great-grandchildren; and spouses of brothers, sisters, children, grandchildren, and great-grandchildren.
- (3) Any entity in which an individual listed in (1) or (2) has a controlling interest. A controlling interest is defined as:
  - for corporations, ownership (directly or indirectly) of more than 35% of the combined voting power;
  - for partnerships or personal service corporations, ownership (directly or indirectly) of more than 5% of the profits interest; and
  - for trusts or estates, ownership (directly or indirectly) of more than 35% of the beneficial interest.

Key Employee includes any person who currently has or was, at any time during the past five (5) years, in a position to exercise substantial influence over the affairs of NYSID. Facts and circumstances indicating that a person in a position to exercise substantial influence include, but are not limited to the following:

- the person is a founder or creator of NYSID;
- the person is a substantial contributor<sup>3</sup> to NYSID;
- the person's compensation is based primarily on revenues from NYSID's activities that the person controls;
- the person has or shares authority to control or determine a substantial part of NYSID's capital expenditures, operating budget, or compensation for employees;
- the person manages a discrete segment or activity of NYSID that is a substantial part of NYSID's activities, assets, income, or expenses;
- the person owns a controlling interest in a corporation, partnership, or trust that is considered a Related Party; and
- the person is a non-stock organization controlled directly or indirectly by one or more Related Party.

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<sup>3</sup> Substantial contributor is any individual who contributed or bequeathed to the Corporation more than \$5,000 or 2% of the total contributions/bequests received by the Corporation for the current fiscal year plus the four (4) preceding fiscal years. Contributions by an individual's spouse are included in the amount.

Facts and circumstances indicating that a person is not a Key Employee include, but are not limited to the following:

- the person has taken a bona fide vow of poverty as an employee, agent, or on behalf of a religious organization;
- the person is an independent contractor whose sole relationship to NYSID is providing professional advice and who has no decision-making authority and will derive no direct or indirect benefit from the transaction except for the customary fees for professional advice;
- the person is the direct supervisor of an individual who is not a Key Employee;
- the person does not participate in any management decisions affecting NYSID as a whole or affecting a discrete segment of the organization that represents a substantial portion of its activities, assets, income, or expenses of NYSID, as compared to NYSID as a whole;
- any preferential treatment a person receives based on the size of the person's donation is also offered to all other donors making comparable contributions and offered as a part of a solicitation intended to attract a substantial number of contributions.

An Affiliate is any entity controlled by, in control of, or under common control with NYSID.

Who is **NOT** subject to this Policy?

Other organizations that are tax-exempt under Code Section 501(c)(3).

Any employee who is not highly compensated<sup>4</sup> and is not otherwise considered a Related Party under this Policy.

What transactions or relationships are subject to this Policy?

Any transaction in which an economic benefit is provided by NYSID directly or indirectly to or for the use of any Related Party (including the performance of services) ("Related Party Transaction").

What steps need be taken?

The members of the Finance and Audit Committee who are Independent Directors ("Conflicts Committee") shall approve the transaction only where the Conflicts Committee determines that the transaction is fair, reasonable and in NYSID's best interests. The Conflicts Committee shall utilize the following process to approve transactions subject to this Policy:

1. The Conflicts Committee must approve in advance the compensation arrangement or other transaction. Any member of the Conflicts Committee who has a conflict of interest as defined in this Policy may not participate in the vote, nor may he or she be present during voting or deliberations.
2. The Conflicts Committee must make its decision in reliance on appropriate data as to comparable arrangements to the extent they are available.

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<sup>4</sup> Highly compensated employee is defined under Code Section 414(q)(1)(B)(i) and is adjusted annually for inflation. The amount for 2014 is \$115,000. Organizations can choose to set this amount at a hard dollar threshold if they prefer as long as it is equal to or lower than the statutory amount.



3. The Conflicts Committee must adequately document its decision and deliberations in the corporate records.

Independent directors for purposes of this section are committee members who are directors and who:

(a) are not, and have not been within the last three (3) years, compensated as an officer or employee of NYSID or a related organization;

(b) do not have a relative who is, or has been within the last (3) years, a "key employee" of NYSID or a related organization;

(c) have not received total compensation exceeding \$10,000 in any of the last three (3) fiscal years from NYSID or a related organization (excludes reimbursement for expenses reasonably incurred or reasonable compensation for service as a director pursuant to New York Not-for-Profit Corporation Law Section 202(A));

(d) do not have a relative who meets the requirements under (c);

(e) are not a current employee of or do not have a substantial financial interest in an organization that made payments to, or received payments from, NYSID or a related organization for property or services exceeding the lesser of \$25,000 or 2% of such organization's consolidated gross revenues in any of the last three (3) fiscal years (payment does not include charitable contributions); and

(f) do not have a relative who is a current officer of or has a substantial financial interest in an entity described in (e) above.

Relative includes: (i) spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren and great-grandchildren; (ii) spouses of individuals listed in (i); and (iii) domestic partner as defined in the New York Public Health Law Section 2994-A.

#### **Annual Disclosure Statements**

Prior to initial election and annually thereafter, all Directors shall complete, sign, and submit to the Secretary a written statement identifying, to the best of the Director's knowledge, any entity of which such director is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee, and with which NYSID has a relationship, and whether there is a conflict of interest. The disclosure of a relationship shall not, by itself, constitute a conflict of interest. The governing Board may require the same submission to be made by officers and Key Employees. The Secretary shall provide a copy of all completed disclosure statements to the Conflicts Committee.



## 2017 Officers and Directors

### OFFICERS

#### **CHAIR**

Michael Decker  
AHRC - New York City Chapter  
83 Maiden Lane -- 11<sup>th</sup> Floor  
New York, NY 10038  
phone: (212) 780-2507  
fax: (212) 533-5373

#### **TREASURER**

Alan Krafchin  
Center for Disability Services  
22 Corporate Woods Blvd--5<sup>th</sup> Fl.  
Albany, NY 12211  
phone: (518) 944-2100  
fax: (518) 463-0837

#### **VICE CHAIR**

Kevin Crosley  
Arc Herkimer  
350 South Washington St.  
Herkimer, NY 13350  
phone: (315) 574-7525  
fax: (315) 866-8339

#### **PRESIDENT & CEO**

Ronald Romano  
NYSID  
11 Columbia Circle Drive  
Albany, NY 12203  
phone: (518) 463-9706  
fax: (518) 455-0326

#### **SECRETARY**

Carolina Cordero Dyer  
The Osborne Association, Inc.  
809 Westchester Avenue  
Bronx, NY 10455  
phone: (718) 707-2648  
fax: (718) 707-3102

#### **PAST CHAIR**

Françoise C. Dunefsky  
Gateway Industries  
Retired

### BOARD OF DIRECTORS

#### CLASS OF 2017

Stanfort Perry  
NYSARC, Inc.: Nassau County Chapter  
189 Wheatley Road  
Brookville, NY 11545  
phone: (516) 626-1000  
fax: (516) 686-4113

Donald Siegel, Ph.D.  
SUNY @ Albany; School of Business  
Business Administration Room 364  
1400 Washington Ave; Albany, NY 12222  
phone: (518) 956-8370

#### CLASS OF 2018

Susan Delehanty  
Citizen Advocates, Inc.  
Retired

William McHugh  
Heritage Centers  
101 Oak Street  
Buffalo, NY 14203  
phone: (716) 856-4202

Mark Tebbano  
CHA Consulting, Inc.  
3 Winners Circle  
Albany, NY 12205  
phone: (518) 453-2874

#### CLASS OF 2019

Mary Jo Thorn  
ACHIEVE/NYSARC: Broome-Tioga County Chap  
125 Cutler Pond Road  
Binghamton, NY 13905  
phone: 607-723-8361  
fax: 607-723-8338

James Moran  
Cerebral Palsy Associations of NYS  
3 Cedar Street Extension, Suite2  
Cohoes, NY 12047  
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## **#EMPLOYMENT EMPOWERS**

2016 Annual Report

New York State Industries for the Disabled, Inc.  
*A Member Agency Organization*



#### **Beverly Sparks**

is one of 100  
AHRC New York City  
custodians serving the  
Fire Department of the City  
of New York (FDNY) on a NYSID  
Preferred Source contract.  
AHRC workers are on the job at  
emergency medical and fire battalions  
in four different boroughs, where FDNY  
personnel have commended their  
quality of service and work ethic.  
Beverly says, "I like cleaning for the  
FDNY because it makes me feel  
proud of myself."

Read more about  
the FDNY's support of jobs  
for New Yorkers with  
disabilities  
on page 14.



## IMPACTING NEW YORK STATE THROUGH EMPOWERED LIVES

Through New York State's longstanding Preferred Source procurement initiative, NYSID is a recognized source of job opportunities for a dedicated, qualified workforce of New Yorkers with disabilities. This vital labor segment is created from employment programs within not-for-profit rehabilitation agencies who become NYSID members and on whose behalf NYSID contracts to satisfy government agency purchasing needs. For more than 40 years, this has provided rewarding employment for individuals with disability-related barriers, who typically experience the highest unemployment rate in our state and across the country.

Upon approval by the NYS Education Department, our membership can partner with private sector New York businesses to offer Preferred Source workers even greater job choices. Together, these rehabilitative organizations and businesses are committed to employing New Yorkers with diverse abilities, including veterans returning to the workforce, on contracts for data imaging, custodial and mailing services, recycling, production, and other employment opportunities.

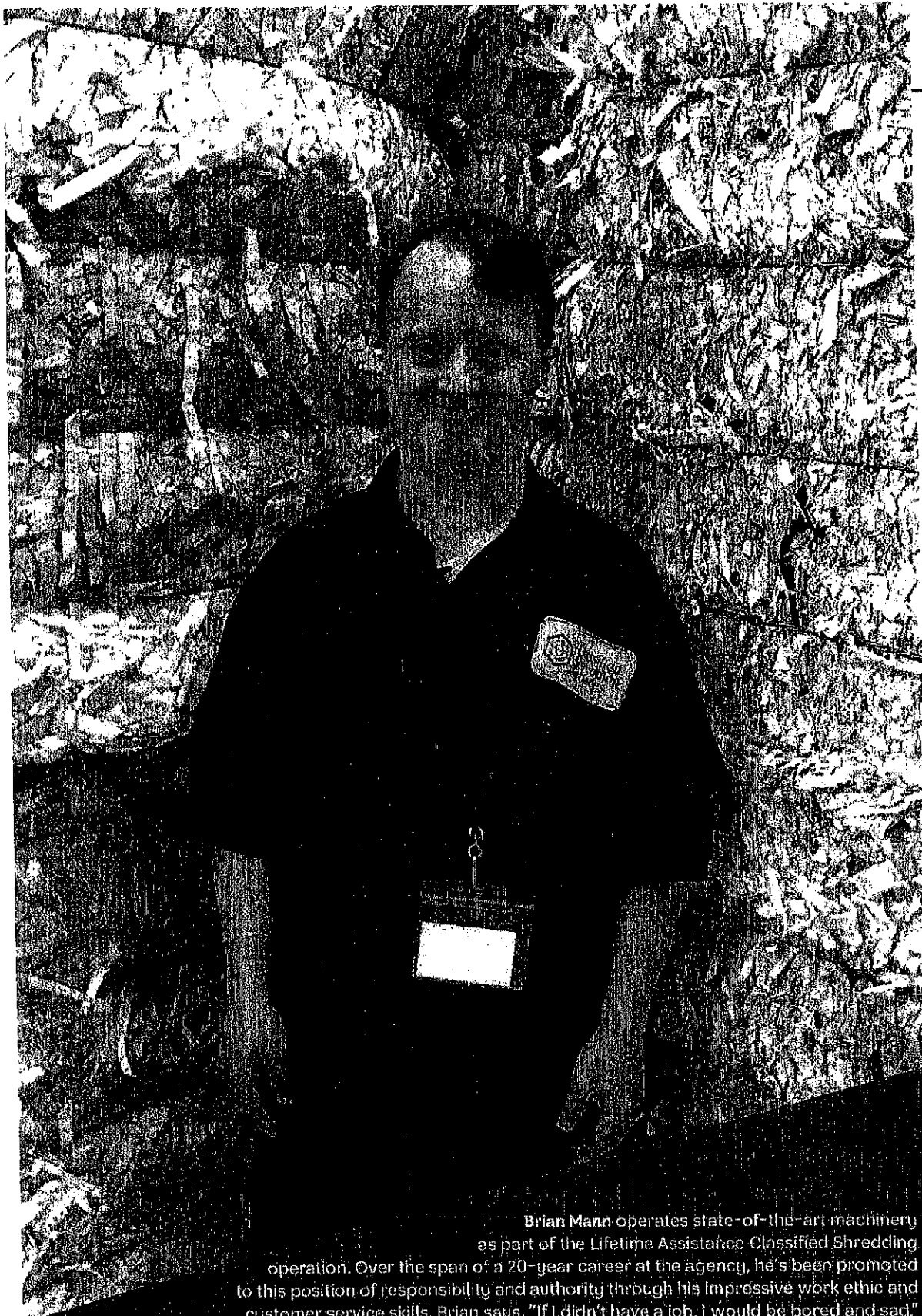
But NYSID contracts go beyond strengthening New York's economy by providing services and goods to state and local government customers: **they impact lives.** Workers on NYSID contracts earn their way, pay taxes and purchase locally. Most importantly, they reap the rewards of enhanced self-worth and independence that come from being a productive member of their community.

### On the Cover:

Top Left – Beverly Sparks, AHRC New York City  
Top Right – Thomas Franco, TRI Business & Career Center  
Center – Pamela Miller, Arc Herkimer  
Back Cover Left – Jerry Williams, Schoharie ARC  
Back Cover Right – Brian Mann, Lifetime Assistance/LAICO Industries

Established in 1975  
and based in Albany,  
NYSID is a not-for-profit  
membership organization with  
a 40-year employment mission.

In 2016, 6,970 workers  
on NYSID contracts earned  
\$60.6 million in wages.



Brian Mann operates state-of-the-art machinery as part of the Lifetime Assistance Classified Shredding operation. Over the span of a 20-year career at the agency, he's been promoted to this position of responsibility and authority through his impressive work ethic and customer service skills. Brian says, "If I didn't have a job, I would be bored and sad."

Read more about Brian's employment success on Page 13.



Dear Members and Supporters:

Every work day throughout New York communities, the Preferred Source Program's worth is substantiated by individuals who push past significant challenges to reach their diverse employment potential.

Thousands of custodians, document imaging specialists, packers and shippers, temporary personnel, mail clerks, apparel screen printing and embroidery technicians, landscapers, and other Preferred Source workers diligently served NYSID customers this past year. These individuals earned the respect of satisfied Preferred Source government customers, and took on several new responsibilities including:

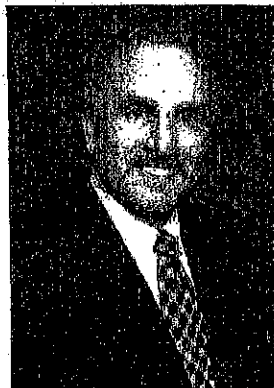
- Scanning records for the NYS Department of State through NYSID member Rehabilitation Support Services
- Custom clothing items for the NYS Police and SUNY Downstate Medical Center through NYSID members Arc Herkimer and Human Technologies
- Linen care for Rosewell Park Cancer Institute through NYSID member Heritage Centers
- Meal preparation for the NYS Office of Alcoholism & Substance Abuse, Bronx Addiction Treatment Center through NYSID member The Osborne Association
- Janitorial services at the Rockland County Department of Mental Health through NYSID member Jawonio, Inc.

They also earned the respect of employers, supervisors and co-workers, family members, and their surrounding communities. Jobs through NYSID member agencies statewide underscore a mission to advance employment for individuals who realize self-worth, economic support and independence through the Preferred Source Program.

NYSID is dedicated to ensuring jobs and exploring opportunities to continue to grow the Preferred Source Program. This includes working closely with oversight agencies to fine-tune our processes and implementing a Strategic Plan to further guide our organization.

We extend sincere appreciation to NYSID's network of member agencies and its capable and dedicated workforce. The impact of their 2016 performance is far-reaching and meaningful.

Best regards,



*Françoise C. Dunefsky*  
Françoise C. Dunefsky

*Ron Romano*  
Ronald P. Romano

In 2016, 4 million  
employment hours  
were fulfilled on  
NYSID contracts.



Vinny Muro exemplifies the Arc of Onondaga's independence initiative, proving how well individuals with disabilities can work in the community.

Vinny works five days a week at three different customer sites, with the Joslin Diabetes Center at SUNY Upstate Medical University as his primary site, where he is responsible for cleaning 47 rooms, a lobby, waiting area, and children's space. About being the independent head porter, Vinny says, "I like working at a place where the people I work for respect and care for me."



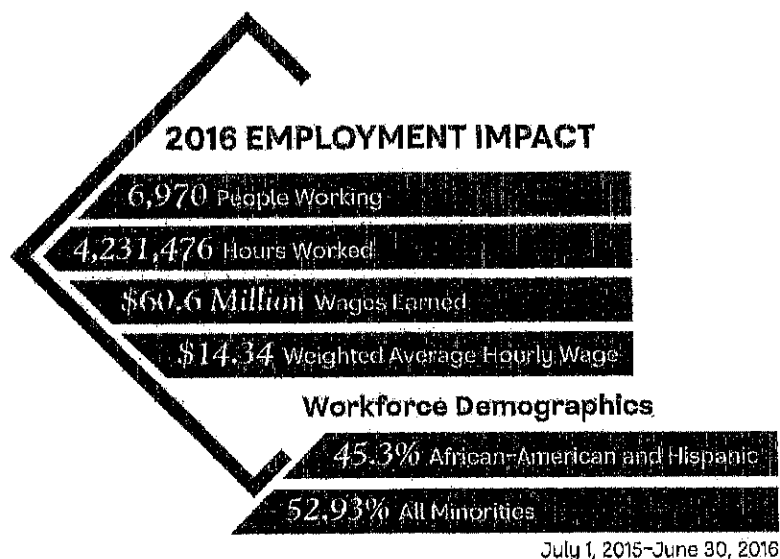
# 2016 BUSINESS AND EMPLOYMENT OUTCOMES

NYSID has a footprint in almost every New York State county through its membership and its customers, a collaboration which creates gainful employment. Our member agencies have long been fixtures in local communities, creating and sustaining jobs that have grown with technology and marketplace needs. These jobs are performed in sizable government buildings and other customer locations, and at member agency social enterprises including records management and shredding businesses.

The momentum of workers with disabilities and the synergy of rehabilitation member agencies and customers created new services jobs in 20 different counties this past year, including one member agency's first Preferred Source contract. Other employment choices opened up at member agency production sites from 11 new products that were added to NYSID procurement, particularly in the custom apparel niche which grew by 5% through new uniform and agency clothing items.

New contract opportunities make even more employment possible. Fiscal Year 2016 continued this trend, despite challenges to the price approval process and as New Yorkers with disabilities continue to be underemployed. A renewed sense of urgency and cooperation on the part of oversight agencies who approve new Preferred Source opportunities is vital in helping to make this possible for this most deserving population.

Moving forward, NYSID will continue its policy of fair and equitable distribution of new contracts which create jobs, so that as many member agencies as possible are participating in the Preferred Source Program. We will also seek out additional not-for-profit employment programs to increase our membership, and therefore, the number of people we impact. In doing so, we will help New York State be better together through its most diverse, inclusive workforce.



In 2016,  
Preferred Source  
workers were  
employed on 1,713  
NYSID contracts.



Teresa Dykstra has worked at the Unistel production facility of CDS Monarch for 14 years, where spices, seasonings and other mixes are packaged for state agency customers and the U.S. Armed Forces. She inspires others with her drive to be a successful worker and to live as independently as possible, saying, "I would like to stay at Unistel for as long as possible because I am very happy here."

# IMPACTING NEW YORK STATE INTO THE FUTURE

Our state is committed to ensuring that individuals with disabilities have choices for meaningful work and economic security. It is also a leader in transforming employment choices for community integration based on an individual's unique capabilities and desires. Among those choices, Preferred Source jobs have long been opportunities to learn, grow and succeed.

NYSID's strong member base and motivated workforce will expand its outreach and also leverage greater opportunities in market penetration, by working with corporate partners and other for-profit businesses on both Preferred Source and non-government projects.

In order to be successful in the current environment, we will need continued support from our legislative advocates and leaders, such as Senator Catharine Young, who stated, *"I am committed to making sure we maintain and grow employment opportunities for people with disabilities. We have to double our efforts, to make sure people with disabilities have the same job opportunities, and the same success as others have."*

## 2016 MEMBER PERFORMANCE

### Contracts Held by Member Agencies

974 Services contracts

739 Commodities contracts

1,713 Total Contracts

### Contract Facts

121 Member agency rehabilitative organizations

42 Private sector business partners

113 New contracts

112 Members and corporate partners providing services

40 Member agencies providing commodities

October 1, 2015–September 30, 2016

# #EMPLOYMENTEMPOWERS

The 2016 Member Agency Employment report is based on Quarterly Employment Report data as supplied by NYSID member agencies for the period of July 1, 2015 to June 30, 2016.

County/NYSID Member Agency	Employment Hours	People	County/NYSID Member Agency	Employment Hours	People
<b>ALBANY</b>			<b>DUTCHESS</b>		
Center for Disability Services	74,818	194	Abilities First, Inc.	178	26
Northeast Career Planning/ The Norton Center, Inc.	26,014	26	Dutchess ARC	6,063	18
Camelot Consulting, Inc. <sup>Δ</sup> ~Northeast Career Planning	1,799	10	<b>ERIE</b>		
Focused Technologies ~Northeast Career Planning	63,698	78	Heritage Centers	38,060	283
Immediate Mailing Services, Inc. ~Northeast Career Planning	370	3	Biel's Information Technology ~Heritage Centers	7,767	20
Green Facility Solution <sup>○</sup> ~Northeast Career Planning	32,109	59	Clarus Linen Services ~Heritage Centers	5,094	7
Rehabilitation Support Services	63,315	98	Suburban Adult Services, Inc./SASI	23,970	39
Action Window Cleaning, Inc. ~Rehabilitation Support Services	2,052	9	Southeast Works, Inc.	2,316	20
Image Data, Inc. ~Rehabilitation Support Services	2,478	9	1 Accord Services Inc. <sup>○</sup> ~Southeast Works, Inc.	3,801	4
Janitronics, Inc. ~Rehabilitation Support Services	39,287	52	<b>ESSEX</b>		
Green Facility Solution <sup>○</sup> ~The Altamont Program, Inc.	43,087	52	Mountain Lake Services	1,105	33
Janitronics, Inc. ~The Altamont Program, Inc.	17,589	17	<b>FRANKLIN</b>		
Second Chance Opportunities	2,402	3	Citizen Advocates	4,537	16
<b>ALLEGANY</b>			<b>FULTON</b>		
Allegany ARC	10,581	22	Lexington, Fulton County Chapter NYSARC, Inc.	2,598	26
<b>BRONX</b>			<b>GENESEE</b>		
The Osborne Association	71,310	110	Genesee ARC	6,379	23
Action Window Cleaning, Inc. ~The Osborne Association	325	3	Angelica Textile Services, Inc. ~Genesee ARC	*	*
<b>BROOME</b>			*employment reported in Genesee ARC totals		
A.V.R.E.	5,210	9	<b>HERKIMER</b>		
ACHIEVE, Broome-Tioga County Chapter NYSARC, Inc.	40,572	155	Arc Herkimer	3,886	138
Bates Troy, Inc. ~ACHIEVE *employment reported in ACHIEVE totals	*	*	<b>LEWIS</b>		
Paper Alternatives, Inc. ~ACHIEVE	2,077	6	Jefferson Rehabilitation Center	7,234	29
SOURCECORP BPS Inc. ~ACHIEVE	10,191	18	<b>LIVINGSTON</b>		
Xerox State & Local Solutions, Inc. ~ACHIEVE	170,750	220	The Arc of Livingston-Wyoming	13,781	50
<b>CATTARAUGUS</b>			<b>MADISON</b>		
Cattaraugus Rehabilitation Center, Inc.	7,492	12	The Arc of Madison Cortland	11,349	50
<b>CHAUTAUQUA</b>			<b>MONROE</b>		
Chautauque County ARC	21,053	24	CDS Monarch/UNISTEL	3,878	24
<b>CHEMUNG</b>			Eastar Seals New York, Inc.	1,838	11
Capabilities, Inc.	8,951	17	Lifetime Assistance, Inc./LAICO Industries	5,437	22
The Arc of Chemung	8,611	17	ALSCO ~Lifetime Assistance, Inc.	2,097	2
<b>CLINTON</b>			Sheen and Shine, Inc. <sup>○</sup> ~Lifetime Assistance, Inc.	1,832	6
Clinton County Chapter NYSARC, Inc.	9,333	53	Rochester Rehabilitation Center, Inc.	32,238	41
<b>COLUMBIA</b>			<b>MONTGOMERY</b>		
Columbia County Chapter NYSARC, Inc.	248	6	Liberty, the Montgomery County Chapter NYSARC, Inc.	46,405	88
<b>CORTLAND</b>			<b>NASSAU</b>		
J.M. Murray Center, Inc.	41,858	91	Adults & Children with Learning and Developmental Disabilities, Inc.	32	6
Ames Linen Services <sup>Δ</sup> ~J.M. Murray Center, Inc.	792	3	AHRC Nassau	8,953	15
<b>DELAWARE</b>			FDR Services Corp. ~AHRC Nassau	7,012	3
The Arc of Delaware County	182	21	OceanSide Institutional Industries, Inc. ~AHRC Nassau	5,982	4
			The Corporate Source	90,872	81
			eWorks Electronics Services, Inc.	295	13
			Nicholas Center for Autism/Spectrum Designs Foundation	132	11
			Searcy Systems Group, Inc. ~Abilities, Inc.	3,836	5

County/NYSID Member Agency	Employment Hours	People	County/NYSID Member Agency	Employment Hours	People
<b>NEW YORK</b>			<b>SCHOHARIE</b>		
AHRC New York City	370,794	403	Schoharie County ARC/Toe Path Industries	3,848	35
American Security Shredding			<b>SENECA</b>		
~AHRC New York City	3,962	6	Arc of Seneca Cayuga	7,738	18
R & W Inventory, LLC ~AHRC New York City	3,451	26	<b>ST. LAWRENCE</b>		
Scarab Consulting ~AHRC New York City	237	1	St. Lawrence County Chapter NYSARC, Inc.	18,100	72
Doe Fund, Inc.	1,606	15	<b>STEUBEN</b>		
Fedcap Rehabilitation Services, Inc.	349,821	195	The Arc of Steuben	8,535	20
CASO, Inc. ~Fedcap Rehabilitation Services, Inc.			<b>SUFFOLK</b>		
*employment reported in Fedcap totals			American Maintenance		
Wildcat Service Corporation an affiliate of Fedcap Rehabilitation Services	194,491	428	~The Rehabilitation Institute	142,785	84
Focused Technologies			American Maintenance ~PSCH, Inc.	14,901	8
~International Center for the Disabled	3,105	2	Carlstrom & Ritter, Inc.		
Lifespire, Inc.	17,151	119	~Concern for Independent Living	14,837	15
<b>ONEIDA</b>			Landtek Group, Inc. ~AHRC Nassau	4,877	10
The Arc, Oneida-Lewis County Chapter NYSARC, Inc./Progress Industries	2,689	42	Maryhaven Center of Hope	25,337	95
Human Technologies	136,431	306	Mayco Building Services, Inc.		
<b>ONONDAGA</b>			~The Rehabilitation Institute	50,544	30
The Arc of Onondaga	16,828	20	Skills Unlimited	3,441	9
Clarus Linen System ~The Arc of Onondaga	12,018	8	Alternative Earthcare ~Skills Unlimited	532	2
Imaga Integrator, LLC ~The Arc of Onondaga	5,973	11	American Maintenance ~Skills Unlimited	27,444	15
Immediate Mailing Services, Inc.			Imaging and Microfilm Access ~Skills Unlimited	4,924	5
~The Arc of Onondaga	240	2	Stang Landscaping Company		
American Maintenance ~Syracuse Brick House	25,451	15	~Concern for Independent Living	1,757	3
Liberty Resources			Terranova Landscaping ~PSCH, Inc.	2,840	18
~Continuum Professional Services	2,887	8	<b>SULLIVAN</b>		
<b>ONTARIO</b>			Sullivan ARC/Sullivan Industries	7,862	35
Ontario ARC	3,891	32	<b>TOMPKINS</b>		
<b>ORANGE</b>			Challenge Industries	7,990	15
Access: Supports for Living	109,381	122	<b>ULSTER</b>		
American Maintenance			Gateway Community Industries, Inc.	19,278	33
~Access: Supports for Living	20,094	26	The Arc of Ulster-Greene	2,378	44
<b>OSWEGO</b>			<b>WARREN</b>		
Oswego Industries, Inc.	1,949	8	Community, Work & Independence, Inc.	11,635	130
<b>OTSEGO</b>			Warren, Washington & Albany Counties Chapter NYSARC, Inc.	73,515	122
The Arc Otsego	22,969	27	<b>WAYNE</b>		
<b>QUEENS</b>			Wayne ARC	16,050	19
Goodwill Industries of Greater NY & Northern NJ	955,161	1,248	<b>WESTCHESTER</b>		
Lioncage NYC, Inc. ~AHRC New York City	39	1	American Maintenance ~AHRC New York City	33,343	38
PSCH, Inc.	28,276	56	The Arc of Westchester	37,454	59
<b>RENSSELAER</b>			A & P Coat, Apron & Linen Supply ~Jawonio, Inc.	22,742	24
The Arc of Rensselaer	8,028	28	<b>YATES</b>		
Clarus Linen System ~The Arc of Rensselaer	4,490	2	The Arc of Yates	457	8
eBizDocs ~The Arc of Rensselaer	12,135	30	<b>Total</b>		
<b>ROCKLAND</b>				4,231,476	6,970
Jawonio, Inc.	94,429	104	~in partnership with		
eBizDocs ~Jawonio, Inc.	6,692	30	Δ Woman-Owned Business		
The Arc of Rockland	534	3	○ Minority-Owned Business		
<b>SARATOGA</b>					
Saratoga Bridges NYSARC, Inc./Alpha Industries	3,315	9			
Plaza Linen Service ~Rehabilitation Support Services	511	1			
<b>SCHENECTADY</b>					
Schenectady County Chapter NYSARC, Inc./Pine Ridge Industries	2,449	8			
The Altamont Program, Inc.	119,942	153			

Employment  
began on 113 new  
contracts in 2016.



**Richard Whaley**

Center for Disability Services • Albany County

"It really helps me support everything I want to do. I'm able to get out into the community," explains Rich about his job in the integrated mailroom at the Center's Commercial Services. An outspoken advocate of employment opportunities for individuals with disabilities, personal independence is a motivating factor in his performance.

[see inset, page 11]

# THE 2016 PREFERRED SOURCE CHAMPIONS ARE COMMITTED ADVOCATES OF INDIVIDUALS WITH DISABILITIES



## **Catharine Young, NYS Senate District 57**

At a time when sheltered workshop employment is often criticized, Senator Young introduced legislation allowing NYSID member agency workshops to transition into qualified employment centers to continue employing people with developmental disabilities.

Before entering public office, Senator Young served for 15 years as the director of communications and development at The Rehabilitation Center, a NYSID member agency in Olean. She currently serves as a member of the Senate Health Committee and Senate Children and Family Services Committee.

*"NYSID and its member agencies in my NYS Senate District have been truly instrumental in helping our local residents with disabilities fulfill their desire to work and be productive members of society. People with disabilities want what everyone wants – the opportunity to work and earn a paycheck."*  
– Senator Catharine Young



## **Angelo Santabarbara, NYS Assembly District 111**

Assemblymember Santabarbara introduced an Autism Action Plan in 2016 to create services and supports enhancing the quality of life of New Yorkers living with Autism Spectrum Disorders (ASD) and their families and caregivers. He serves as chair of the Assembly Subcommittee on Autism Retention and is the parent of a child with autism (Senator Santabarbara is pictured at left with his son, Michael, and NYSID President, Ron Romano).

A member of the Assembly Committee on Veterans' Affairs, Assemblymember Santabarbara regularly participates in NYSID's quarterly Veterans' Summit, which includes individuals and organizations supporting veterans with disabilities in New York State.

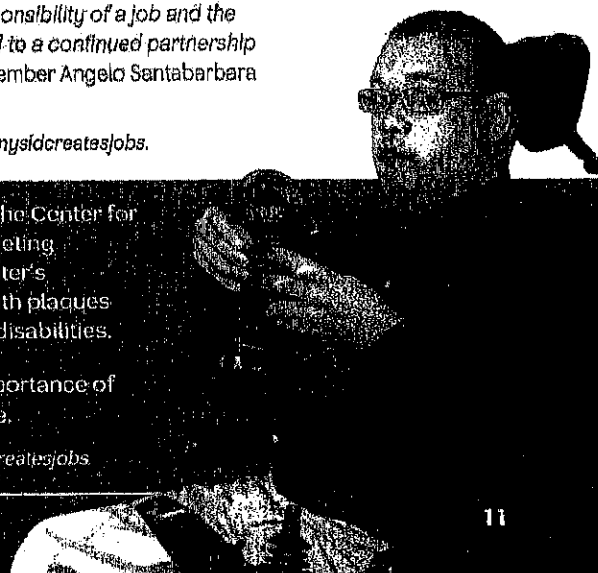
*"Each year, hundreds of people in the Capital Region are able to know the responsibility of a job and the pride of earning a paycheck because of NYSID and its partners. I look forward to a continued partnership for many years to come."*  
– Assemblymember Angelo Santabarbara

See the 2016 Preferred Source Champions accept their awards at [www.youtube.com/nysidcreatesjobs](http://www.youtube.com/nysidcreatesjobs).

**Richard Whaley** (right) and **Joseph Scorza**, mail processing clerks at the Center for Disability Services, received special recognition at NYSID's Annual Meeting for advocating employment opportunities. Both employees of the Center's Commercial Services mailing operation, Rich and Joe were presented with plaques for exemplifying the spirit and independence of all New Yorkers with disabilities.

NYSID commends these Preferred Source workers for bringing the importance of employment for themselves, their families and their co-workers to life.

See Rich and Joe speak about the value of employment at [www.youtube.com/nysidcreatesjobs](http://www.youtube.com/nysidcreatesjobs).



# IMPACTING LIVES THROUGH TH OUTSTANDING PERFORMANCE

## BRIAN MANN

Lifetime Assistance/LAICO Industries  
Rochester/Monroe County

Employment was new to Brian 20 years ago. He struggled with following directions and the fast pace of the workshop and its social demands. After a few years on the Preferred Source custodial team, he was eventually chosen and hired as a document destruction technician for LAICO's Classified Scanning and Shredding Services business, which includes both Preferred Source customers and the local business community.

One of Brian's favorite jobs is to load and unload trucks using an electric pallet jack. He also uses the electric pallet wrapper to remove completed work from the units on the shop floor, and goes out on document pickups from customer sites. Always looking for new responsibilities, Brian asked to take on dispatching the agency's transportation vans for departure at the end of the day, a responsibility previously only done by staff. Brian's confidence has grown along with his employment opportunities, and he interacts with customers and co-workers with and without disabilities every day.

*"I am so proud and happy to have been able to do all these things to help me win this award."*

## JERRY WILLIAMS

Schoharie ARC  
Schoharie/Schoharie County

Jerry works five days a week at Schoharie ARC's Toe Path Industries (TPI) work center and on the facilities cleaning crew. A respected and valued contributor to the production of Preferred Source floor maintenance pads and State Police vehicle graphics, Jerry has mastered operating the automated and manual die-cutting equipment, numerous packaging and assembly tasks, and a variety of material-handling responsibilities.

As testimony to Jerry's outstanding work ethic, he successfully balances multiple TPI responsibilities in order to support his household with his wife, Valerie. In recognition of his dedication and desire to improve performance and increase earnings, Jerry received the Accelerated Achievement Award, annually given to one TPI worker who has demonstrated exceptional development. More recently, he was invited to join the Vocational Services Advisory Committee, where his 30 years of TPI service are clearly valued.

*"Thank you for this achievement and this award, and for the Arc of Schoharie to help me get this far. Thank you to my wife and mother-in-law for having me in their family."*

See Brian and Jerry's video profiles at [www.youtube.com/nysidcreatesjobs](http://www.youtube.com/nysidcreatesjobs).



# E 2016 WILLIAM B. JOSLIN AWARD



**2015**  
**Ramonita Morales**  
*The Osborne Association  
Bronx/Bronx County*



**2015**  
**Michelle Wolfe**  
*The Arc of Madison Cortland  
Oneida/Madison County*



**2014**  
**Edwardo Lopez**  
*AHRC New York City  
Manhattan/New York County*



**2014**  
**Brent Matthew Lillard**  
*Nicholas Center for Autism/  
Spectrum Designs Foundation  
Port Washington/Nassau County*



**2013**  
**Donald Huckins**  
*The Arc Otsego  
Oneonta/Otsego County*



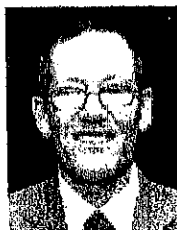
**2013**  
**Marc Smith**  
*The Alkamont Program, Inc.  
Schenectady/Schenectady  
County*



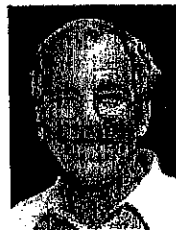
**2012**  
**Ana Cortorreal**  
*Fedcap Rehabilitation Services  
Manhattan/New York County*



**2011**  
**Nelson Hooper**  
*FEGS  
Manhattan/New York County*



**2010**  
**Robert Wells**  
*Gateway Community  
Industries, Inc.  
Kingston/Ulster County*



**2009**  
**Mike Miles**  
*Oswego Industries, Inc.  
Fulton/Oswego County*



**2008**  
**Linda Rollins**  
*Rochester Rehabilitation  
Center, Inc.  
Rochester/Monroe County*



**2007**  
**Frank Lange**  
*The Arc of Steuben  
Bath/Steuben County*



**2006**  
**Mark Daube**  
*Genesee ARC  
Batavia/Genesee County*



**2005**  
**Matthew Maxwell**  
*CDS Monarch  
Rochester/Monroe County*



**2004**  
**Kasey Knott**  
*Allegheny ARC  
Wellsville/Allegheny County*

For the  
complete list of  
2016 Joslin Outstanding  
Performers and other award  
information, visit:  
[www.nysid.org/joslin](http://www.nysid.org/joslin)

Joslin Outstanding Performers  
receive a certificate of recognition  
and cash award from NYSID.



Thank you to these NYSID membership organizations for forging new Preferred Source opportunities.

## MEMBER AGENCY OF THE YEAR

**TRI Business & Career Center**



Thomas France, Employee of the Year; Andrew Cohen, Director; Judie Karp, Director of Employment Services; Kristina Rippe, Employment Specialist

More than 100 community residents throughout Nassau and Suffolk counties are benefiting from meaningful employment and wages on NYSID Preferred Source opportunities through TRI. Collaborating with NYSID and American Maintenance, a Long Island-based custodial business, TRI trains and places individuals in janitorial and grounds maintenance jobs at more than 20 different Preferred Source customer locations. This includes important customers such as the SUNY Stony Brook University campus and hospital, Pilgrim Psychiatric Center and the Town of Brookhaven.

In a recent success story, TRI partnered with American Maintenance at Nassau Community College (NCC), a large 24/7 contract employing 27 individuals with disabilities in a demanding,

fast-paced environment. TRI individuals enjoy the high-profile work associated with NCC and other Preferred Source customers, and the resulting opportunities for growth and recognition for a job well done.

## EMPLOYEE OF THE YEAR



### Thomas France

Tommy personifies how TRI Preferred Source employment opportunities change lives. After years of poor personal choices and low-paying menial work, he was referred to TRI for an intensive training program in custodial maintenance and soon built up both his job capabilities and soft skills.

Tommy was then selected for the NCC janitorial services contract through the TRI and American Maintenance partnership. He is considered a leader among his peers, and says, "TRI saw something in me that I didn't see in myself. Because of that, it opened up doors for me as a person."

Thank you to our 2016 Customers of the Year for creating local jobs and encouraging a diversified workforce.

## FIRE DEPARTMENT OF THE CITY OF NEW YORK

More than 100 individuals with disabilities began cleaning 65 locations of the Fire Department of the City of New York (FDNY) through AHRC New York City's Hudson River Services team a year ago, quickly proving that workers with disabilities make valuable contributions to the FDNY mission of service.



AHRC workers perform at emergency medical and fire battalions in Brooklyn, Bronx, Queens, and Staten Island, and at the Fort Totten training center in Queens, where they've earned a reputation for top notch service and attention to detail. The AHRC workers are made to feel a part of the FDNY family, and are proud to serve such an important customer while earning a paycheck.

See the 2016 member and customer videos at [www.youtube.com/nysidcreatesjobs](http://www.youtube.com/nysidcreatesjobs).

# CORPORATE PARTNER OF THE YEAR

## Xerox State & Local Solutions, Inc.

Thousands of New Yorkers injured on the job are now receiving their necessary benefits more quickly due to a collaboration between Xerox and the New York State Workers' Compensation Board (WCB), which created 100 new jobs for Preferred Source workers in high-tech document management.

Individuals with disabilities are hired through ACHIEVE, a Binghamton-based NYSID member agency, to perform document preparation, scanning, data entry, and transaction processing at a Xerox data processing facility in Endicott. More than half of the 200-person workforce are NYSID Preferred Source workers, who have gained new vocational skills and improved livelihoods in an economically challenged job market. Numerous ACHIEVE workers have a reputation for being among the quickest and most accurate claims processors on this contract.



Bette Legory, Employee of the Year; David Wright, Senior Vice President & Managing Director



## EMPLOYEE OF THE YEAR

### Bette Legory

Bette performs at double the required capacity of images per hour, making her one of the quickest and most accurate workers. "The quality of what I do is important because it affects another person's life," she says. When the Xerox processing center began hiring ACHIEVE workers with disabilities, Bette was placed into her first new job in many years – one requiring a brand new skill set. She is proud of her contributions to the data processing operation:

*"This is the first job I've had that actually means something."*



## NYS WORKERS' COMPENSATION BOARD

In 2014, the Workers' Compensation Board (WCB) entrusted its significant claims processing needs to a Preferred Source partnership. This created more than 100 new document processing jobs for workers with disabilities through Xerox State & Local Solutions, Inc. in an integrated operations center.

More than 142,000 individual worker claims were filed last year. Eighty million document images were created by September 30, 2016, streamlining WCB operations for claimants. What's more, processing turnaround time dropped to three days or fewer while achieving 99.5 percent accuracy of data in the documents.

The willingness of the WCB to support Preferred Source opportunities demonstrates what can be achieved when government and business work together to solve challenges to benefit New Yorkers.



Workers'  
Compensation  
Board

# FINANCIAL STATEMENTS

## Statement of Financial Position (As of September 30, 2016)

(in thousands)

### Assets

Cash and cash equivalents	\$ 1,377
Investments, net	7,770
Accounts receivable, net	41,649
Inventory	1,681
Prepaid expenses and other assets	209
Property and equipment, net	2,722
<b>TOTAL ASSETS</b>	<b>\$ 55,408</b>

### Liabilities & Net Assets

#### Liabilities:

Accounts payable	\$ 32,473
Note payable	1,743
Accrued expenses and other liabilities	109
<b>TOTAL LIABILITIES</b>	<b>\$ 34,325</b>

#### Net Assets:

Undesignated	\$ 14,366
Board Designated	6,717
<b>TOTAL NET ASSETS</b>	<b>21,083</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 55,408</b>

## Statement of Activities (Year Ended September 30, 2016)

Gross Sales	\$ 229,459
Total revenues	\$ 8,223
Total expenses	7,897
Operating income	326
Other income	709
Increase in net assets	1,035
Net assets, beginning of year	20,048
<b>Net assets, end of year</b>	<b>\$ 21,083</b>



# 2016 BOARD OF DIRECTORS

## OFFICERS

Chair

**Francoise Dunefsky**

Gateway Community Industries, Inc. (retired)

Vice Chair

**Michael Decker**

AHRC New York City

Secretary

**Kevin Crosley**

Arc Herkimer

Treasurer

**Carolina Cordero Dyer**

The Osborne Association

Immediate Past Chairperson

**Robert W. Schwartz**

Schwartz Heblin Group, Inc.

President & Chief Executive Officer

**Ronald P. Romano**

## BOARD MEMBERS

**Susan Delehanty** Citizen Advocates, Inc.

**Alan Krafchin** Center for Disability Services

**William McHugh** Heritage Centers

**James Moran** Cerebral Palsy Associations of NYS

**Stanfort Perry** AHRC Nassau

**Donald Siegel, Ph.D.** University at Albany

**Mark Tebbano** CHA Consulting, Inc.

**Mary Jo Thorn** ACHIEVE/Country Valley Industries



## CORPORATE OFFICERS

President & Chief Executive Officer  
**Ronald P. Romano**

Controller

**Margie L. Castellana**

Vice President of Administration

**Eileen J. McCarthy, Esq.**

Vice President of Business Operations

**Tim Mott**

Vice President of Compliance

**Theresa A. Hobbs**

Vice President of

Contract Administration

**Brian Schnelder**

Vice President of Sales


**Joseph Messina**



11 Columbia Circle Drive  
Albany, NY 12203  
800-221-5994 | [www.nysid.org](http://www.nysid.org)


**#EMPLOYMENT  
EMPOWERS**

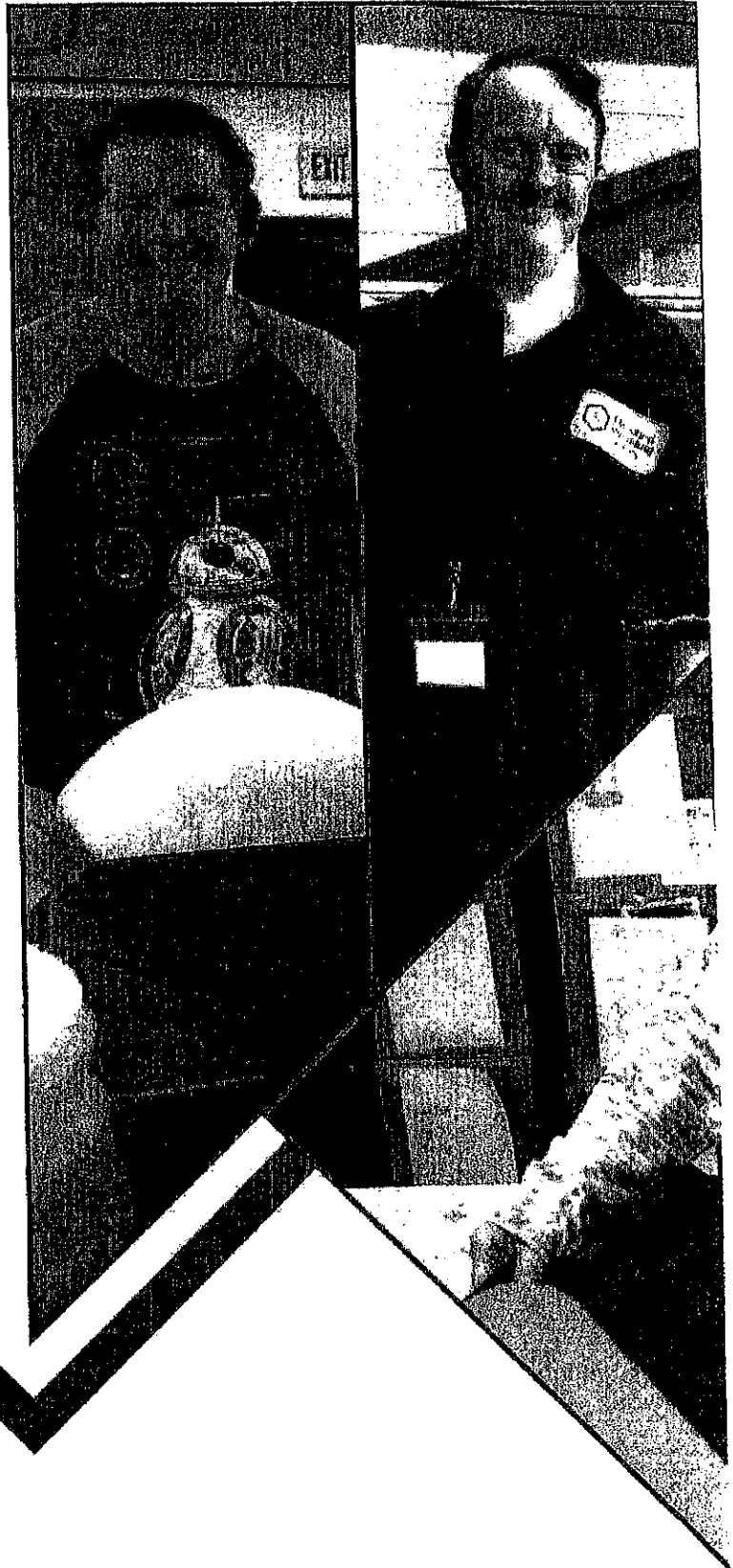
 NYSID, Preferred Source Solutions

 NYSIDSpeaks

 NYSID Creates Jobs

 NYSID

 NYSID\_Prefered\_Source

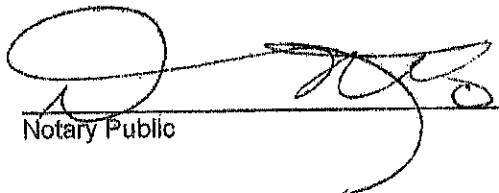


# CERTIFICATION

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, Brian Schneider, 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 24<sup>th</sup> day of February 2017

  
\_\_\_\_\_  
Notary Public

DONNA M WITKO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WI5081182  
Qualified in Albany County  
My Commission Expires September 29, 2017

Name of submitting business: New York State Protection for the Disabled aka NYSPD

By: Brian Schneider  
\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

V-P- Contract Admin.  
\_\_\_\_\_  
Title

2 / 24 / 17  
\_\_\_\_\_  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: New York State Industries for the Disabled

Address: 11 Columbia Circle Drive,

City, State and Zip Code: Albany, N.Y. 12203

2. Entity's Vendor Identification Number: 13-2841179

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp 501 (c)3 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):

See attached.

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.

- None -



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

- None -

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

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

- None -

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

- None -

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

- None -

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

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

Dated: 2/7/17

Signed: 

Print Name: Brian Schneider

Title: VP. Contract Adm.



## 2017 Officers and Directors

### OFFICERS

#### CHAIR

Michael Decker  
AHRC - New York City Chapter  
83 Maiden Lane -- 11<sup>th</sup> Floor  
New York, NY 10038  
phone: (212) 780-2507  
fax: (212) 533-5373

#### VICE CHAIR

Kevin Crosley  
Arc Herkimer  
350 South Washington St.  
Herkimer, NY 13350  
phone: (315) 574-7525  
fax: (315) 866-8339

#### SECRETARY

Carolina Cordero Dyer  
The Osborne Association, Inc.  
809 Westchester Avenue  
Bronx, NY 10455  
phone: (718) 707-2648  
fax: (718) 707-3102

#### TREASURER

Alan Krafchin  
Center for Disability Services  
22 Corporate Woods Blvd--5<sup>th</sup> Fl.  
Albany, NY 12211  
phone: (518) 944-2100  
fax: (518) 463-0837

#### PRESIDENT & CEO

Ronald Romano  
NYSID  
11 Columbia Circle Drive  
Albany, NY 12203  
phone: (518) 463-9706  
fax: (518) 455-0326

#### PAST CHAIR

Françoise C. Dunefsky  
Gateway Industries  
Retired

### BOARD OF DIRECTORS

#### CLASS OF 2017

Stanford Perry  
NYSARC, Inc.: Nassau County Chapter  
189 Wheatley Road  
Brookville, NY 11545  
phone: (516) 626-1000  
fax: (516) 686-4113

Donald Siegel, Ph.D.  
SUNY @ Albany; School of Business  
Business Administration Room 364  
1400 Washington Ave; Albany, NY 12222  
phone: (518) 956-8370

#### CLASS OF 2018

Susan Delehanty  
Citizen Advocates, Inc.  
Retired

William McHugh  
Heritage Centers  
101 Oak Street  
Buffalo, NY 14203  
phone: (716) 856-4202

Mark Tebbano  
CHA Consulting, Inc.  
3 Winners Circle  
Albany, NY 12205  
phone: (518) 453-2874

#### CLASS OF 2019

Mary Jo Thorn  
ACHIEVE/NYSARC: Broome-Tioga County Chap  
125 Cutler Pond Road  
Binghamton, NY 13905  
phone: 607-723-8361  
fax: 607-723-8338

James Moran  
Cerebral Palsy Associations of NYS  
3 Cedar Street Extension, Suite 2  
Cohoes, NY 12047  
phone: (518) 436-0178

THIS AGREEMENT, dated as of July 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd. Uniondale, New York 11553 (the "Department"), and (ii) New York State Industries for the Disabled (NYSID), a not for profit corporation formed under the laws of New York State, having its principal office at 11 Columbia Circle Drive, Albany, New York 12203, (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term. The term of this Agreement shall be from July 1, 2017 through June 30, 2022 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the option to renew this Agreement for one (1) additional five year period under the same terms and conditions contained herein for a total term of ten (10) years. /s/ sign

2. Services. The services to be provided by the Contractor under this Agreement shall consist of document imaging services described in Appendix "A" (Scope of Services), attached hereto and incorporated herein by reference.

(a) Project Overview: The imaging project described herein is a partnership between DSS and its prime contractor, the New York State Industries for the Disabled, Inc. (NYSID), and NYSID's subcontractors, Secry Systems Group, Inc. (SSG) and Abilities Inc. (Abilities). Pursuant to NYS Finance Law, Article XI, Section 162, the NYS Office of General Services (OGS) Procurement Bulletin, Preferred Source Guidelines, and Nassau County Procurement Policy/Procedure Countywide Policy # CE-01, Section X, Preferred Sources.

DSS has agreed to contract with NYSID as the NYS Preferred Source for data imaging services. This partnership provides necessary data imaging services for DSS while providing employment opportunities for persons with disabilities. It is understood that a minimum of 51% of the workforce provided to DSS by NYSID to perform services under this contract will at all times be persons with disabilities. All persons provided by NYSID and its partners must be fully capable, and possess all necessary knowledge, skills, and abilities, to perform data imaging services.

- (i) DSS: DSS provides overall contract and project management and administration and access to the work site.
  - (ii) New York State Industries for the Disabled, Inc. (NYSID): As prime contractor, NYSID provides contract and project administration and management and is responsible to assure quality service provision by its subcontractors. NYSID submits claims for payment to DSS and remits payment to its subcontractors. NYSID is responsible to ensure subcontractor contract compliance and adherence to Nassau County procurement policy and procedures, including but not necessarily limited to the submission of all required Integrity and Disclosure Forms and adherence to Nassau County Living Wage Law.
- (b) Definitions. An image shall be defined as meeting one of the following two (2) criteria:
- i. Any image incorporated into the DSS General Client Inquiry System (GCI) or
  - ii. Every image delivered to the Document Drop Off Area and given electronically to a DSS worker for determination as to whether the said image is to be retained as part of the client's DSS record in the General Client Inquiry System (GCI).
- (c) Subcontractors. The contractor shall employ the services of subcontractors, including, but not limited to:
- i. Seery Systems Group, Inc. a for profit corporation formed under the laws of New York State, having its principal office at 195 Armstrong Road, Garden City Park, New York 11040. Seery Systems Group, Inc. (SSG): NYSID subcontractor SSG provides management and staffing for the DSS imaging project and manages the day to day operations of the project. SSG will employ Abilities referred disabled individuals to insure compliance with the majority disabled employment requirement of the project. SSG will employ and provide additional staff for the project. SSG will train all individuals hired for the project in DSS document imaging functions. SSG will provide technical imaging consulting services as requested and agreed to by DSS and SSG. SSG will maintain control over the work duties, schedule, and performance of all staff, provide project management reporting in a format and frequency defined by DSS, and attend regular status meetings to be held at DSS.
  - ii. Abilities, Inc. a not for profit corporation formed under the laws of New York State, having its principal office at 201 I.U. Willets Road, Albertson, New York 11507. Abilities, Inc.: NYSID subcontractor Abilities will be the primary referrals source for all disabled individuals who may be hired by SSG for the DSS imaging project. Abilities will provide job accommodations to any employee that may need that particular accommodation. As appropriate, Abilities provides job coaches and other support personnel to provide any assistance to disabled employees.
3. Payment. (a) Consideration. The amount the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Rate") shall be at a rate of \$.1715 cents per image in accordance with the rates attached as "Exhibit A" and in all respects made a part hereof, subject to the availability of funds for this Agreement following the approval by the Department and encumbrance by the County Comptroller. The County shall not be liable

for payment of any amounts which have not been approved by the Department and encumbered for this Agreement by the County Comptroller.

(a)i Rate Adjustment. The rate per image shall be adjusted yearly using the following parameters:

(1) Seventy-two percent (72%) of the per image rate (the percentage of the per image rate attributed to wages as agreed to by the Contractor and County) shall be adjusted August of each year by the percentage change in the amount of the Living Wage Law as published by the Nassau County Comptroller's office in August of each year.

(2) The Contractor may petition the County to change the percentage of the per image rate attributed to wages. The County, at its sole discretion, may grant the petitioned change to the percentage of the per image rate attributed to wages.

(3) The Contractor may seek a waiver or exemption from the Living Wage Law from the Nassau County Comptroller's office. If such a waiver or exemption from the Living Wage Law is granted by the Comptroller's office, the August rate adjustment, as described in this section, shall cease to be in effect for any time period that a waiver or exemption from the Living Wage Law is in effect.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) 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) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the rate schedule attached to this Agreement. "Exhibit A" rate schedule annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Rate and, if applicable, Budget, are based upon a full 365 day calendar year. The Rate and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees,



and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), caused by, relating to, or arising out of the acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and 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 and 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.

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal 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.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

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

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

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

(the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). In furtherance of the foregoing, the Contractor agrees to pack and transport all such files and documents to a location(s) designated by the Department and the Department agrees to reimburse the Contractor for all expenditures, including transportation of all such files and documents to a location(s) designated by the Department, incurred up to and including the date all files and documents are removed from Contractor's facility. Prices for packing and transporting files shall be negotiated between Contractor and the Department and shall be amended to include the agreed upon prices. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (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. Inventory.

- (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.
- (b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- (c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.
- (d) Title to all equipment, software, supplies, and material purchased with funds not paid under this Agreement by the Contractor and incorporated into the services provided at the work location under this Agreement (the "Contractor Equipment") shall vest in the County after 30 days and be subject to the provisions specified in Section 13 of this Agreement.
- (e) The provisions of this Section shall survive the termination of this Agreement.

14. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.
- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.

- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements as requested by the County in connection with an Event.

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

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

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

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

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located 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. The provisions of this Section shall survive the termination of this Agreement.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return

receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE 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 to such other persons or addresses as shall be designated by written notice.

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

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of ~~100~~ N/A Dollars (\$ ~~100~~ 00) 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.

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

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

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

NEW YORK STATE INDUSTRIES FOR THE  
DISABLED (NYSID), Inc.

By: 

Name: Brian Schneider

Title: VP Contract Admin.

Date: 5/8/17

NASSAU COUNTY

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

Doc id # 133394



Albany )ss.:  
COUNTY OF ~~NASSAU~~ )

NOTARY PUBLIC

[illegible]

NOTARY PUBLIC

**EXHIBIT "A"**  
**RATE SCHEDULE**  
NEW YORK STATE INDUSTRIES FOR THE DISABLED (NYSID)  
July 1, 2017 – June 30, 2022

6/6/17

\$.1715 per Image

**EXHIBIT "B"**  
**STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION**

All client-identifiable material of Nassau County agencies is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Nassau County agencies clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be denied by the Contractor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Nassau County agencies.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the Contractor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

It is the responsibility of anyone working in a Nassau County agency, including contract employees, to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A

### SCOPE OF SERVICES

#### Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document.

Imaging and quality assurance services involve the successful conversion of DSS' current paper documents to an electronic-image environment. Note that 98 percent of imaged documents are produced by the Department, the remaining two percent being products of the Nassau County Departments of Health and Human Services.

Work Location: All the work to be performed will be accomplished at the DSS building located at 60 Charles Lindbergh Blvd., Uniondale, NY 11553-3686.

The contractor will provide services at several locations within the DSS building:

- Concourse: A centralized imaging station is maintained in the lower level of the DSS building. Documents requiring scanning are assembled, packaged and delivered by County staff for preparation and scanning by contractor staff.
- Lobby: The Department is planning to implement an up-front imaging process for all documents delivered to the document drop-off area in the DSS lobby. A separate imaging station will be set up in the document drop-off area.
- Other areas as may be determined by DSS.

Up-front imaging at document drop-off in the lobby involves document preparation by contractor staff. All documents will be collected by DSS staff and passed on to contractor staff for scanning. Contractor will prepare and scan documents and generate thumbnail images (reduced-size versions) of all documents. DSS staff will select the images to be retained, indexed and uploaded; discarded images will be deleted. In addition, DSS is planning to implement an up-front imaging process for other documents. DSS is looking for a solution to incorporate documents received, via other delivery methods (fax, e-mail, postal mail) into the imaging process.

On-site Facilities and Equipment: On-site facilities currently exist, with the equipment necessary for the performance of the services. The DSS work area is accessible from 8am to 6pm, 5 days/week with additional times available if needed. It is understood that SSG may propose new work processes and bring in new equipment to enhance efficiency. Acceptance of the new processes and equipment is at the sole discretion of the County.

Staffing Requirement: The contractor will provide approximately twenty (20) full-time, trained staff with the requisite knowledge, skills, and abilities to perform document imaging and quality assurance services, staff supervision and project administration. Staff must be capable of using the existing imaging software EMC Captiva QuickScan Pro and Document Indexing Data Entry (DIDE). Nassau County calculates that approximately 150,000 to 175,000 documents per week pass through the scanning process (a document can be one or two-sided). In the first quarter of calendar year 2016, a weekly average of 119,000 images was processed, including separator images. This is an average value; the actual number of images scanned fluctuates. The contractor must have the flexibility to address workload fluctuations. The contractor must provide sufficient staff for a ten day turnaround from time of document reception to image availability for workers using the DSS imaging system (General Client Inquiry (GCI)). This time frame represents the maximum limit for an acceptable turnaround; should document volumes increase periodically, the ten day turnaround must be maintained.

The contractor will assign the following staff to the project to meet the project performance milestones and other quality assurance goals as specified in this Agreement:

Production Managers

Document Preppers (Pre & Post Prep)

Scan Operators

Data Entry/Doc Classifying

The contractor will have more than two (2) Production Managers onsite during the transition period. Senior management including technical staff will be on site daily during the transition period to ensure that the project is meeting and exceeding the expectations of DSS. The transition period will be determined by the County based on the Contractors performance in meeting milestones and other quality assurance goals as specified in this Agreement.

The number of employees in the designated positions above may change depending on the daily workflow. The contractor will immediately deploy staff to cover for any absences, terminations or workload demands upon notification by DSS.

Nassau County will provide training on DSS indexing software. Contractor staff is expected to perform day to day preventative maintenance of scanning equipment and replacement of consumables.

Contractor must provide personnel that are qualified to manage the scanning process (including daily hardware and support (maintenance activities) of scanning equipment), are technically capable, and can deal with highly confidential material (provide

resumes/credentials where applicable). Contractor must submit the names of all prospective persons that the Contractor may employ to perform work twenty (20) days prior to that person's performing any work. Upon demand, the Contractor shall provide any documentation regarding certified background checks and supporting documentation to the County for each person that contractor employ under this contract. All contractor staff is required to wear and display County-issued photographic-identification badges at all times. Badges provide physical access to the DSS building via electronically locked doors.

Contractor staff are required to sign County Confidentiality/Privacy forms and are subject to County-prescribed screenings. The County reserves the right to reject the employment of any individual or subcontractor on this project.

The contractor will maintain continuity of project staff throughout the course of the project. Changes in staff will have to be approved by DSS. Replacement staff with comparable skills will be provided.

Imaging Environment: Nassau County calculates that approximately 150,000 to 175,000 documents per week pass through the scanning process (a document can be one or two-sided). In the first quarter of calendar year 2016, a weekly average of 119,000 images was processed. This is an average value; the actual number of images scanned fluctuates. The selected bidder must have the flexibility to address workload fluctuations.

The current environment includes approximately 1,500 distinct documents grouped into 46 document types. Documents must be uniquely indexed, scanned and passed through a multi-level quality assurance (QA) process. Staff will also utilize a bar code identification system used for internal tracking of the scanning process. Current software resides on a Windows 2008 R2 system utilizing a SQL database. EMC Captiva QuickScan Pro is the current software tool used for scanning of documents. However, this is potentially subject to change as Nassau County is willing to entertain other image capture solutions. Any proposed product must work seamlessly with the current DIDE system and provide a scheduled update capability with the live production environment. The DSS production environment consists of over 50 million images, with a growth rate of seven million a year. DSS calculates that approximately 175,000 documents per week will pass through the scanning process (a document can be one or two-sided). Paper documents cannot leave the County facility.

Contractor must use an ODBC (Open Database Connectivity) compliant database to store image index and related data. Currently an in-house custom application is used to index images and generate the required data.

Project hardware consists of MS Windows-based personal computers (PCs) and Canon scanners (models DR7750C, DR9050C, DR9080C and DRG1130). There are currently a total of 12 scanners used in production; 10 on the lower level in Imaging and 2 in Document Drop off for up-front scanning. All equipment, software, and licensing is provided and maintained by Nassau County. Support is provided during business hours and response time varies depending on the issue.

Project Deliverables: The project will require the successful completion of the following deliverables:

- Use of existing scanning equipment to accommodate the entire imaging process (scanning and indexing)
- Pre and post preparation of all paper documents to be scanned. Post preparation includes returning paper file to the original state as received. Note: All document folders must be reconstituted as received. Document folders and/or loose documents must be maintained in the same order in the box as they were received.
- Images must be rotated to the correct orientation and maintain image position
- Scanning of all DSS documents. TIFF — Group 4 compression, 200 dpi, black & white, or JPEG where required, and grayscale as required.
- Indexing of all DSS documents to their associated document type
- Provision of a quality assurance process and reporting to ensure index accuracy for the primary key field(s) of a minimum of 99.95%
- A quality assurance/control program and reporting frame work to ensure the accuracy of all scanned materials
- Provision of independent audit of the scanned images through double-blind-keying
- Provision of project management services

Scanned document images are uploaded to the General Client Inquiry (GCI) system database. GCI is used by Department staff to retrieve images and access other client information.

#### Project Considerations

- Data integrity mechanism – the contractor must relate its method of exporting and ensuring the integrity of the imaged output from the scanning process through to the Document Imaging Data Entry (DIDE)
- Personnel – the contractor must provide personnel that are qualified to manage the scanning process (including daily hardware and support of scanning equipment), are technically capable, and can deal with highly confidential material (provide resumes/credentials where applicable). Contractor must provide certified background checks and supporting documentation to the County for each person that contractor employs to perform work (Appendix I, Background Checks and Documentation).

- Pre-determined indexing scheme – the contractor must adhere to a pre-defined indexing scheme including demographic and administrative indices, to include, at a minimum:
  1. Case number
  2. CIN
  3. Social Security number
  4. Last name
  5. First name
  6. Date of birth
  7. Program
  8. Scan date
  9. Document type
- Grayscale imaging – grayscale images are composed exclusively of shades of gray, varying from black at the weakest intensity to white at the strongest. The Vital Records/Client Identity document type, which includes 31 forms and/or documents, is best scanned as grayscale, which produces a better quality image. While the existing equipment has the capability to produce grayscale images, the scanner settings must be manually changed to grayscale. This would mean either reimaging the documents a second time after doc-typing or imaging all documents as grayscale and downgrading all images excluding the Vital Record documents.
- Expedited imaging – certain document types, such as court orders, may require expedited imaging service as mandated by the Department. Imaging staff must monitor the system daily to identify such documents and provide expedited manual processing and imaging. Expedited images are expected to be available for viewing within 24-28 hours of pick-up. Approximately 0.10 percent, or 163 of the weekly estimated document imaging volume of 175,000, requires expedited imaging. There is a separate coversheet, and pickup process for expedited documents. Currently the imaging contractor performs a daily pickup, subsequent to confirming there are expedited documents to pick up.
- Transition Plan – contractors must provide a transition plan describing goals and strategies for the movement of imaging services from the existing contractor to the contractor. The transition plan must highlight the importance of coordination and cooperation among transition stakeholders by defining transition goals, identifying key transition stakeholders, describing the contractor's transition strategy, recommendations on transition sequence of events, key milestones and timeframes, transition roles and responsibilities, and providing guidance on transition processes and procedures.
- Disaster Recovery: Contractor must provide a disaster recovery plan that addresses backup media and secure storage of electronic documents. The contractor must maintain on separate media (currently large capacity external USB hard drives) any



images that have been processed and marked as complete. This provides the County a second copy of the data in case of data loss.

**Nassau County Living Wage Law:** Effective January 1, 2007, Nassau County contractors are required to comply with the requirements of Nassau County's Living Wage Law. Information concerning the Living Wage Law can be found at <http://www.nassaucountyny.gov/1597/Living-Wage>.

The Living Wage Law requires a covered employer to pay its covered employees a minimum hourly wage as follows. As of August 1, 2016 the Living Wage is \$15.78 an hour or \$13.73 with health benefits. This rate will stay in effect until August 1, 2017, when it will be adjusted upward by a percentage equal to the change in the New York Metropolitan Area All Urban Index (NY CPI-U) as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor (CPI) for the period of June of the preceding year to June of the current year. In no event shall such wage increase be greater than three and one-half percent

**Quality Assurance:** The contractor will ensure the quality of the imaged output of the scanning process. A quality assurance/management program (QA Plan), in accordance with the requirements for accuracy and delivery, shall be initiated and documented by the contractor within the first ten (10) days from the contract execution date.

1. The QA Plan shall be provided to DSS for its review, feedback and approval.
2. The QA Plan shall enumerate all activities and responsibilities of both DSS and the contractor.
3. The QA Plan shall be maintained throughout the life of the contract by the contractor.
4. In the event that DSS deems the QA Plan deficient, the contractor will have five calendar days from the date of notification to remedy the plan. If the contractor cannot provide an acceptable QA Plan, DSS has the right to terminate the contract without payment of any services performed to date.

The contractor shall perform quality control for each deliverable multi-image document (a multi-image document can be from one to several hundred images long).

1. The contractor shall perform a human visual review of scanned images. The total number of images reviewed shall be by mutual agreement between contractor and DSS. This number may be reduced over time as confidence and document quality increase.

2. DSS expects that certain types of documents may require a 100 percent image review.

Contractors shall assume that up to two (2) percent of the total documents will require a 100 percent review in addition to the number mutually agreed upon as described previously.

At a minimum, the contractor shall be responsible for inspecting the accuracy of filenames and directories for all digital images and associated files produced under this contract. Inspection hardware, software, and procedures shall be of appropriate quality, accuracy, and quantity to ensure that all requirements of this contract are met. The contractor shall document all quality control procedures, including actions taken to correct any problems, and submit a quality control report along with (or as part of) the scanning log with easy delivery to DSS. The contractor shall perform an image inspection sufficient to ensure that deliveries of images to DSS meet the acceptance criteria discussed below.

The contractor shall ensure that image quality meets the following acceptance criteria:

1. Complete image content has been captured and is legible
2. Images are not skewed, upside down, blurred or indistinct
3. Correct treatment has been applied to printed half-tones
4. Image size, position, level of compression, image orientation, and image resolution are correct

In addition to ensuring that the complete image content has been captured, the contractor shall ensure that the complete source document has been scanned according to instructions provided and that special instructions relating to specific materials have been followed. This includes ensuring that:

1. Images and indexes are produced correctly for every required image and that no images are missing
2. Image images have not been duplicated during the scanning process
3. The scanned documents are located in the appropriate place in the Client Inquiry System
4. The paper folders are reconstituted

Note: Some paper folders have pockets and documents in a specific order. The documents must be returned to the original position/location in the folder after prep/scan/review. This process is termed 'document folders must be reconstituted as 'received.'

The contractor shall utilize and provide written description of reject procedures and notations for processing documents that do not pass quality control.

"Throwaway" procedures must be described for the elimination of blank images and barcode separator images.

The Contractor will identify and include a description of their standard quality assurance and quality control approaches in addition to how they will be customized and applied to the DSS project. The contractor is expected to produce a quarterly report with a summary of QA Plan findings and more frequently as may be requested by DSS.

The contractor will provide quality assurance in accordance with the attached Quality Assurance Plan in Appendix F.

Confidentiality: Contractor will maintain policies and procedures to ensure that confidentiality of information is maintained. The contractor is required to enter into a HIPAA Business Associate Agreement (Appendix G) and a Non-Disclosure Agreement (Appendix H), and to comply with all other Nassau County requirements.

#### Project Terms and Conditions

Contractor Responsibilities: The selected contractor will be responsible for the successful provision of imaging and quality assurance services as defined in this RFP and any contract resulting from the RFP process.

The contractor will designate a Project Manager. The Project Manager will be responsible for:

- Maintaining control over the work duties, schedule, and performance of Project Team members.
- All project reporting in a format and frequency defined by the Department
- Attend regular status meetings to be held at DSS.

As needed, the provider may be required to consult on strategies for effective process improvement as they relate to the DSS imaging project (identification of process

improvement opportunities, development of sustainable strategies, and assistance in strategy implementation)

The contractor is responsible to provide its' own administrative/clerical support.

The contractor will maintain continuity of project staff throughout the course of the project.

Changes in staff will have to be approved by DSS. Replacement staff with comparable skills will be provided.

The contractor must:

- Adhere to the enclosed Implementation Standards (Appendix F)
- Describe, in detail, how the entire scan/index process is accomplished:
  - how the paper documents will be prepared, pre-scanning
  - how the paper documents will be scanned
  - how the indices are created
  - how document-type indices will be verified
  - how new-image data integrity during the transition period will be accomplished
  - how the paper documents will be prepared, post-scanning

Project Management and Work Plan: The contractor will provide imaging services project management services as an integral part of the project. To ensure complete project success, the contractor must provide a project work plan that follows the guidelines below:

- An implementation schedule that identifies time frames for delivery of services to be provided
- Measurable deliverables and milestones to be achieved over the life of the project
- Plan for project staffing including the number and level of staff to be utilized in providing the services
- A quality assurance (QA) / quality management plan (QA Plan) and reporting
- Technical specifications for images and indices
- Data Interchange test specification with benchmarks for quality acceptance
- Status Reporting. The County and the contractor shall establish and agree upon project milestones. The successful contractor shall provide status reports and optional reports as may be requested by DSS in support of these milestones, in a format and frequency defined by the Department. At a minimum, the successful contractor will be responsible for preparing and submitting reports that detail:
  - Progress and achievements during the reporting period including:
    - Number of images scanned, indexed, QA'd
    - Number of scan batches completed
    - Number of rejected images
    - Number of reworked images

- Number of scanned images awaiting indexing
- Number of errors found in the QA process
- Progress and achievements expected for the next reporting period
- Reconciliation of the progress during the reporting period with expected progress per the previous period's status report
- Any potential problems experienced during the reporting period and the steps taken / recommendations proposed for resolving them
- Any problems anticipated during the next reporting period
- **Transition Plan:** Contractors must include in their proposal a transition plan describing goals and strategies for the movement of imaging services from the existing contractor to the contractor. The transition plan must highlight the importance of coordination and cooperation among transition stakeholders by defining transition goals, identifying key transition stakeholders, describing the contractor's transition strategy, recommendations on transition sequence of events, key milestones and timeframes, transition roles and responsibilities, and providing guidance on transition processes and procedures.
- **Disaster Recovery:** Contractors must include in their proposal a disaster recovery plan that addresses backup media and secure storage of electronic documents. The contractor must maintain on separate media (currently large capacity external USB hard drives) any images that have been processed and marked as complete. This provides the County a second copy of the data in case of data loss.

**Technical Imaging Consulting Services:** As needed, the contractor may be required to consult on strategies for effective process improvement as they relate to the DSS imaging project (identification of process improvement opportunities, development of sustainable strategies, and assistance in strategy implementation). Such engagements will be on a discrete project-specific basis. For a single engagement, DSS will develop in coordination with the contractor detailed parameters for the project, including the estimated person-hour requirement, project budget, timeframe for project completion, specific responsibilities, work products, quality indicators, etc.

**DSS Monitoring:** DSS has the responsibility for monitoring the provider's provision of services. DSS will determine the methods that will be utilized to monitor the contractor's compliance with services requirements. Monitoring methods may include, but are not limited to, on-site reviews of a provider's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system between the provider and DSS, or establishment of monthly district/provider meetings in which the provider's required recordkeeping activities are reviewed by DSS staff.

**APPENDIX F**  
**Quality Assurance Plan**

## **I. Record Verification Stage**

Criteria – track every box received from the Records Room through the entire imaging process in order to ensure that we comply with the DSS 10 day turn-around period.

### **Quality Control Step**

- Verify that every box received from the Records Room is in the DSS system and being aged properly for the 10 day turn-around requirement. Any aging discrepancies will be reported to the DSS staff immediately.
- A manager will review 100% of the boxes to ensure the documents in each box pertain to the DSS project we are required to scan. The reviewing manager will utilize the Record Verification Phase Tracking Log to track quality. Please see sample Record Verification Phase Tracking Log in Attachment A.

### **Measurement**

- Record total number of boxes received each day and provide monthly totals to the DDS staff regarding number of boxes that flowed through the imaging process and the number of days it took for each box to be processed within the 10 day turn-around period.

### **Performance Standards**

To verify and track 100% of the boxes to the DSS system to ensure that we meet the 10 day turn-around period.

## **II. Prep Stage**

Criteria – to prepare documents for scanning.

### **Quality Control Step**

- All staples and paper clips will be removed from the documents.
- Any torn documents will be repaired, and any folded corners will be fixed so that they can be easily scanned.
- Any post it notes found will either be removed or taped to a piece of paper so that it can be scanned (DSS will need to provide us with guidance regarding post it notes).
- Reviewing the documents to ensure that none of the files are commingled.
- A manager will review 10% of the prepped files prior to them being sent to a scan operator to ensure that they were prepped properly. If any issues are found during the manager's review, then the box will be pulled and re-prepped to eliminate any issues. Any errors outside of the sample size will be detected in the scanning process. The scan operator will notify a manager of the issue so that it can be logged and corrected.
- The reviewing manager will utilize the Prep Control Log to track quality. Please see sample Prep Control Log in Attachment A.

### Measurements

- Track the total number of boxes prepped each day (it will also be tracked on the employee level).
- Track and record any instances where a file has not been fully prepped.
- Track the resolution of the error and how long it took to resolve.

### Performance Standards

Goal is to prep the documents to within a 95-98% accuracy level.

## **III. Scanning**

Criteria – to scan and deliver the highest quality image possible for all of the documents provided to us within the 10 day turn-around period.

### Quality Control Steps

- All images must be scanned properly in accordance with DSS document scanning standards.
- No Images should be unreadable (unless the original document is of poor quality).
- Images are not skewed, upside down, blurred or indistinct
- Verify that the case number on the bar code sheet has been read correctly (scan operator will manually correct the error).
- Any greyscale images will require the scan operator to adjust the settings in the Captiva software so the correct treatment has been applied to printed halftones.
- Removal of any blank images
- Seery Systems will work with DSS staff to identify sources of poor quality documents coming into the scanning operation and look to come up with a solution to remedy them.
- For additional Quality Assurance above what the scan operator is doing on each batch a Manager will review on a daily basis a random sample of 10% of the scanned images in each box to make sure the scan operators are delivering quality images. The manager will note in their daily log their findings and track any images they feel need to be rescanned. Once those images have been rescanned the Manager will review those images and note the issue has been resolved. If the Manager finds other quality issues in the box the entire box will be reviewed.
- The reviewing manager will utilize the Document Scanning Control Log to track quality. Please see sample Document Scanning Control Log in Attachment A.

### Measurements

- Number of images scanned and indexed (by reading the bar code coversheet)
- Number of batches scanned and completed daily per scan operator
- Number of boxes scanned per day
- Number of scanned images awaiting Document Classifying stage. (If there are too many images being held up in the Document Classifying stage Seery Systems will deploy more staff to the Document Classification stage to get caught up and meet the demand.)
- Number of errors found in the QA process
- Progress and achievements expected for the next reporting period

- Reconciliation of the progress during the reporting period with expected progress per the previous period's status report.
- Any potential problems experienced during the reporting period and the steps taken/recommendations proposed for resolving them.
- Any problems anticipated during the next reporting period.

#### **Performance Standards**

Goal is to scan 100% of the documents provided to us within a 98% accuracy level.

### **IV. Document Classification**

Criteria -- to document classify all of the scanned images into one of the 46 DSS document types.

#### **Quality Control Steps**

- Verify that the correct two digit document classification code was applied properly.
- Our team will take 10% of each box that has already been Document Classified and run those documents through the Document Classification process for a second time. If any of those documents that have been Document Classified in phase I do not match exactly to the classification code which was given to that document in phase I then those documents will be sent to an exception queue. A manager will then review the document as well as the two classification codes that were assigned to that document in each of the two phases of the Document Classification process and the manager will then assign the classification code which they feel is the correct code.  
During this second Document Classification process if the manager sees a number of documents that are not matching from phase I to phase II this box will be red flagged and the box will be reviewed in depth. The manager will also work with the person who originally document classified that box and have them re-trained if necessary. The process of allowing Seery Systems staff to have released 10% of each box into the second phase to be Document Classified as well as having access to an exception queue will have to be implemented by the DSS IT team. We understand that this functionality has to be implemented into production per our conversations with DSS. This will allow us to be able to do these additional tasks to improve the accuracy of Document Classifying which DSS wants and expects.
- The reviewing manager will utilize either existing DSS Document Classification Quality Reports or the Document Classification Control Log to track quality. Please see the sample Document Classification Control Log in Attachment A.

Goal once in production is to work with DSS to implement technology to automate and improve the accuracy of Document Classification. That being said, I think once we have been onsite and stabilized the environment over the first three (3) months we would like to see if we could explore introducing software technology to assist in a much higher percentage of accuracy as well as automate the process. Seery sells a few Document Classification and Data Extraction Software tools which we would like to test on DSS's documents. If the technology is a good fit for the project we would discuss with DSS implementing the software.

#### **Measurement**



- Any exceptions/corrections will be tracked systemically by the DSS tool or manually if there is no other alternative. At inception we plan to track these items weekly and report on them at the regularly scheduled status meetings.

### **Performance Standards**

Goal is to document classify 100% of the documents provided to us within a 95% accuracy level. We will work with DSS to continuously improve the accuracy of Doc Typing. This may include modifying training or working with DSS to implement systems enhancements. During our call with George and Tawanna they mentioned that DSS would prefer to have all Doc Typing Keyed and Verified (keyed twice) for 100% accuracy. We all understand that if DSS were to want that procedure put in place that would require Seery to double its staff in the Doc Classifying process which would increase the per image price, which we do not feel DSS wants to do at this time but DSS still wants the highest accuracy on classifying each document correctly.

### **V. Post-Prep**

Criteria – to return paper file to its original state as received.

#### **Quality Control Steps**

- A manager will review 10% of the post prepped files to ensure that they are reconstituted as received. If any issues are found during the manager's review, then the box will be reconstituted properly.
- The reviewing manager will utilize the Post Prep Control Log to track quality. Please see the sample Post Prep Control Log in Attachment A.

#### **Measurements**

- Track the total number of boxes post prepped each day (we will also track it on the employee level).
- Track and record any instances where a file has not been fully post prepped.
- Track the resolution of the error and how long it took to resolve.

### **Performance Standards**

Goal is to post prep 100% of the documents received correctly.

All of the measurements listed in our Quality Management Plan will come from a combination of the following:

- Existing DSS Reports
- Log Sheets completed daily during supervisor quality reviews
- Any potentially new reports created by DSS and Seery

**Important Note:** Seery Systems plans on cross-training all of our staff on many of the processes of the project so that we have flexibility and better coverage on a daily basis.

#### **Project Issue Management**

In addition to the Project Quality Control steps listed above, Seery Systems will keep a log of all project issues reported by DSS. This will be accomplished through the use of a DSS Project Issues List. This issues list will track all project issues by functional area of the system and will track updates until the issues have been resolved.

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the Non-Custodial Parent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If

verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

## Appendix L

### Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Ronald Romano  
(Name)

11 Columbia Circle Drive Albany, NY 12203 (Address)

518-463-9706  
(Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

5/8/17

Dated



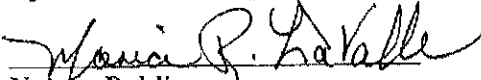
Signature of Chief Executive Officer

Ronald Romano

Name of Chief Executive Officer

Sworn to before me this

8<sup>th</sup> day of May, 2017

  
Notary Public

MARIA R. LaVALLE  
Notary Public, State of New York  
Certified in Albany County  
No. 01LA7443975  
Commission Expires July 31, 2018

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as New York State Industries for the Disabled (NYSID), has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Brian Schneider, VP Contract Admin.  
Corporate title

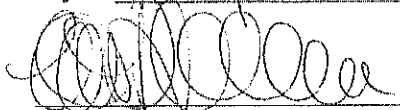
of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of July 1, 2017 through June 30, 2022.

Caroline Cordeau Dyer  
Officer

by Margie  
Castellana

Sworn to before me this 15<sup>th</sup>

day of May, 2017



Notary Public

**Heather Bushana**  
Notary Public, State of New York  
Qualified in Albany County  
No. 01BU6303044  
Commission Expires May 12, 2018

## APPENDIX G

### **BUSINESS ASSOCIATE ADDENDUM**

This addendum ("Addendum") is effective as of 2/7/17, and amends and is made part of an agreement dated as of \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between NYS DOH (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 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" 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 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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

## **APPENDIX G**

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

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

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

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

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

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

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

## APPENDIX G

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;

## **APPENDIX G**

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

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

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

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

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

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

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

## **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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

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

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

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

## APPENDIX G

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

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

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

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

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

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

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

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

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

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

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

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

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

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### **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

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

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

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

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

### **7. TERMS AND TERMINATION**

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

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

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

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



## **APPENDIX G**

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

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

### **8. INDEMNIFICATION**

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

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

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

### **9. CONFIDENTIALITY**

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

### **10. MISCELLANEOUS**

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

## APPENDIX G

indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

## **11. HITECH ACT**

### **11.1**

- a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and
- c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

## **APPENDIX G**

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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**APPENDIX G**

**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**


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

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

Title: \_\_\_\_\_

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

**(CONTRACTOR)**

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

Print Name: Brian Schnecht

Title: VP. Contract Adm.

Date: 2/7/17

## APPENDIX H

### **Non-Disclosure Agreement**

between

Nassau County, a municipal corporation having its principal place of business at One West Street, Mineola, New York 11501 (hereinafter "County") and (i) ~~xxxx~~ NYSED (hereinafter "xxxx" or "Contractor"), a ~~xxxx~~ corporation, having its principal office at 50103 (ii) ~~xxxx~~ and (ii) N/A (hereinafter "Employee"), having his/her principal place of business at N/A.

WHEREAS, the Contractor and the Employee agree to be bound by all terms and conditions of this Non-Disclosure Agreement ("Non-Disclosure Agreement") and the Nassau County Imaging, Quality Assurance & Project Management Services Contract (the "Imaging Contract") entered into between the County and xxxx.

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

Term. This Non-Disclosure Agreement shall be a continuing agreement, effective upon the date of execution by the Contractor and the Employee ("Effective Date"). This Confidentiality Agreement shall survive (i) termination of the Imaging Contract and (ii) termination of Employee's employment or agency/subcontracting relationship with the Contractor.

Employment. Contractor and Employee acknowledge and agree that each shall be privy to sensitive and confidential information, records, reports and data ("Information") acquired in connection with the performance under the Imaging Contract.

#### Non-Disclosure.

(a) Contractor and Employee acknowledge and agree that all Information acquired or generated in connection with the performance under the Imaging Contract shall be strictly confidential, held in the strictest confidence, and shall be used and disclosed solely for the purpose of performance and administration of the Imaging Contract or as required by law.

(b) Neither Contractor nor Employee shall re-disclose any Information or methods of accessing Information at any time, in any fashion during or subsequent to the term of the Imaging Contract except to those persons designated by the County, and the Contractor to receive such Information and then only in furtherance of the performance and administration of the Imaging Contract.

(d) Contractor and Employee acknowledge that each is bound by and shall comply with all applicable Federal and State Laws governing the confidentiality and privacy of Information.

Reporting. Contractor and Employee shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Imaging Contract.

## APPENDIX H

**Ownership.** All Information to which the Contractor and Employee have access is at all times the property of the County. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor or Employee, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Imaging Contract and shall be returned to the County at the termination of the Imaging Contract or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Imaging Contract.

**Performance.** Except to the extent necessary to provide services under the Imaging Contract and with the consent of the County, neither the Contractor nor the Employee shall attach or load any additional hardware or software to County equipment. The Contractor and the Employee shall use only those access rights and shall access only Information authorized by the County.

Contractor and Employee shall take no actions, which intrude upon, disrupt, or deny services to the County, except in a manner directed by the County and then only where prior approval has been received from the County.

**Assignment.** Neither the Contractor nor the Employee shall assign or subcontract their obligations under this Non-Disclosure Agreement.

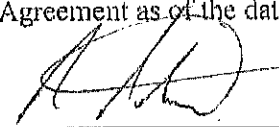
**Breach.** The Associate acknowledges that breach of this Confidentiality Agreement shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Associate agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Associate shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Associate in violation of the terms and conditions of this Confidentiality Agreement.

IN WITNESS WHEREOF, the Contractor and Employee have executed this Non-Disclosure Agreement as of the date set forth below.

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

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

Title: \_\_\_\_\_



Ben Schneider

VP. Contract Admin.

## APPENDIX H

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

On the 7<sup>th</sup> day of February in the year 2017 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the VP - Contract Admin. of NYSD, 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

DONNA M WITKO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WI5081182

Qualified in Albany County

4. Commission Expires September 29, 2017

By:

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

Title:

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ 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

## APPENDIX G

### BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of 1/27/17, and amends and is made part of an agreement dated as of 1/27/17 (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Seery Systems Group, 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 ("E PHI") 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 E PHI 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 E PHI; and

**WHEREAS**, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and E PHI 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:

#### **I. 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 Electronic Protected Health Information. "Electronic Protected Health Information" or "E PHI" 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 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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



## **APPENDIX G**

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

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

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

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

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

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

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

## APPENDIX G

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;

## **APPENDIX G**

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

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

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

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

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

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

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

## **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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

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

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

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

## **APPENDIX G**

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

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

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

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

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

### **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

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

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

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

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

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

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

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

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### 6. COMPLIANCE WITH STANDARD TRANSACTIONS

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

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

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

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

### 7. TERMS AND TERMINATION

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

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

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

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

## **APPENDIX G**

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

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

### **8. INDEMNIFICATION**

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

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

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

### **9. CONFIDENTIALITY**

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

### **10. MISCELLANEOUS**

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

## **APPENDIX G**

indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

## **11. HITECH ACT**

### **11.1**

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

## **APPENDIX G**

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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**APPENDIX G**

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

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

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

Title: \_\_\_\_\_

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

(CONTRACTOR)

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

Print Name: Richard J. Seery

Title: Vice President

Date: 1/27/17

## APPENDIX H

### **Non-Disclosure Agreement**

between

Nassau County, a municipal corporation having its principal place of business at One West Street, Mineola, New York 11501 (hereinafter "County") and (i) xxxx *Seery Systems Group, Inc.* (hereinafter "xxxx" or "Contractor"), a <sup>New York State</sup> xxxx corporation, having its principal office at 195 Armstrong Road, Garden City Park, NY 11046, and (ii) *N/A* (hereinafter "Employee"), having his/her principal place of business at *N/A*.

WHEREAS, the Contractor and the Employee agree to be bound by all terms and conditions of this Non-Disclosure Agreement ("Non-Disclosure Agreement") and the Nassau County Imaging, Quality Assurance & Project Management Services Contract (the "Imaging Contract") entered into between the County and xxxx.

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

Term. This Non-Disclosure Agreement shall be a continuing agreement, effective upon the date of execution by the Contractor and the Employee ("Effective Date"). This Confidentiality Agreement shall survive (i) termination of the Imaging Contract and (ii) termination of Employee's employment or agency/subcontracting relationship with the Contractor.

Employment. Contractor and Employee acknowledge and agree that each shall be privy to sensitive and confidential information, records, reports and data ("Information") acquired in connection with the performance under the Imaging Contract.

#### Non-Disclosure.

(a) Contractor and Employee acknowledge and agree that all Information acquired or generated in connection with the performance under the Imaging Contract shall be strictly confidential, held in the strictest confidence, and shall be used and disclosed solely for the purpose of performance and administration of the Imaging Contract or as required by law.

(b) Neither Contractor nor Employee shall re-disclose any Information or methods of accessing Information at any time, in any fashion during or subsequent to the term of the Imaging Contract except to those persons designated by the County, and the Contractor to receive such Information and then only in furtherance of the performance and administration of the Imaging Contract.

(d) Contractor and Employee acknowledge that each is bound by and shall comply with all applicable Federal and State Laws governing the confidentiality and privacy of Information.

Reporting. Contractor and Employee shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Imaging Contract.

## APPENDIX H

**Ownership.** All Information to which the Contractor and Employee have access is at all times the property of the County. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor or Employee, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Imaging Contract and shall be returned to the County at the termination of the Imaging Contract or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Imaging Contract.

**Performance.** Except to the extent necessary to provide services under the Imaging Contract and with the consent of the County, neither the Contractor nor the Employee shall attach or load any additional hardware or software to County equipment. The Contractor and the Employee shall use only those access rights and shall access only Information authorized by the County.

Contractor and Employee shall take no actions, which intrude upon, disrupt, or deny services to the County, except in a manner directed by the County and then only where prior approval has been received from the County.

**Assignment.** Neither the Contractor nor the Employee shall assign or subcontract their obligations under this Non-Disclosure Agreement.

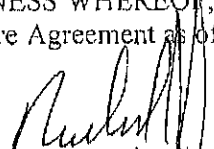
**Breach.** The Associate acknowledges that breach of this Confidentiality Agreement shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Associate agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Associate shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Associate in violation of the terms and conditions of this Confidentiality Agreement.

IN WITNESS WHEREOF, the Contractor and Employee have executed this Non-Disclosure Agreement as of the date set forth below.

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

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

Title: \_\_\_\_\_

  
Richard J. Seery  
Vice President

APPENDIX H

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 27 day of January in the year 2017 before me personally came Irmna Seery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Seery Systems Group, Inc. 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

By: Isabel G. Kennedy  
Name: Isabel Gauto-Kennedy  
Title: Notary Public

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 27 day of January in the year 2017 before me personally came Richard J. Seery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Vice President of Seery Systems Group, Inc. 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

Isabel G. Kennedy

ISABEL CAUTO-KENNELLY  
Notary Public, State of NY  
Qualified in Nassau County  
No. 01GA6122978  
Commission Expires 2/28/2021

## APPENDIX G

### BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of 2/1/17, and amends and is made part of an agreement dated as of 2/1/17 (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between ABILITIES, 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 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" 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 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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

## APPENDIX G

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

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

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

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

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

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

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

## **APPENDIX G**

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;

## **APPENDIX G**

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

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

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

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

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

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

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

### **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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

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

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

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



## APPENDIX G

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

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

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

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

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

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

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

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

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

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

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

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

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

## **APPENDIX G**

### **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

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

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

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

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

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

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

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

### **7. TERMS AND TERMINATION**

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

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

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

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(1), 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.

## APPENDIX G

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

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

### **8. INDEMNIFICATION**

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

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

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

### **9. CONFIDENTIALITY**

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

### **10. MISCELLANEOUS**

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

## APPENDIX C

indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

## **11. HITECH ACT**

### **11.1**

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

## APPENDIX G

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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**APPENDIX G**

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**

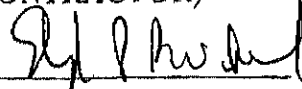
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**(CONTRACTOR)**

By: 

Print Name: SHERYL P. BUCHEL

Title: EXEC. VP + CFO

Date: 2/1/17

## APPENDIX H

### **Non-Disclosure Agreement**

between

Nassau County, a municipal corporation having its principal place of business at One West Street, Mineola, New York 11501 (hereinafter "County") and (i) ~~xxxx~~ SEERY SYSTEMS (hereinafter "xxxx" or "Contractor"), a ~~xxxx~~ NY STATE corporation, having its principal office at xxxx, and (ii) ABILITIES, INC. (hereinafter "Employee"), having his/her principal place of business at 301 I.D. WILLETS RD., ALBERTSON, NY 11507

WHEREAS, the Contractor and the Employee agree to be bound by all terms and conditions of this Non-Disclosure Agreement ("Non-Disclosure Agreement") and the Nassau County Imaging, Quality Assurance & Project Management Services Contract (the "Imaging Contract") entered into between the County and xxxx.

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

Term. This Non-Disclosure Agreement shall be a continuing agreement, effective upon the date of execution by the Contractor and the Employee ("Effective Date"). This Confidentiality Agreement shall survive (i) termination of the Imaging Contract and (ii) termination of Employee's employment or agency/subcontracting relationship with the Contractor.

Employment. Contractor and Employee acknowledge and agree that each shall be privy to sensitive and confidential information, records, reports and data ("Information") acquired in connection with the performance under the Imaging Contract.

#### Non-Disclosure.

(a) Contractor and Employee acknowledge and agree that all Information acquired or generated in connection with the performance under the Imaging Contract shall be strictly confidential, held in the strictest confidence, and shall be used and disclosed solely for the purpose of performance and administration of the Imaging Contract or as required by law.

(b) Neither Contractor nor Employee shall re-disclose any Information or methods of accessing Information at any time, in any fashion during or subsequent to the term of the Imaging Contract except to those persons designated by the County, and the Contractor to receive such Information and then only in furtherance of the performance and administration of the Imaging Contract.

(d) Contractor and Employee acknowledge that each is bound by and shall comply with all applicable Federal and State Laws governing the confidentiality and privacy of Information.

Reporting. Contractor and Employee shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Imaging Contract.

## APPENDIX H

**Ownership.** All Information to which the Contractor and Employee have access is at all times the property of the County. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor or Employee, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Imaging Contract and shall be returned to the County at the termination of the Imaging Contract or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Imaging Contract.

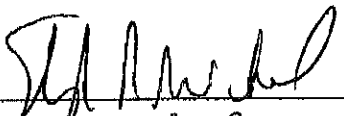
**Performance.** Except to the extent necessary to provide services under the Imaging Contract and with the consent of the County, neither the Contractor nor the Employee shall attach or load any additional hardware or software to County equipment. The Contractor and the Employee shall use only those access rights and shall access only Information authorized by the County.

Contractor and Employee shall take no actions, which intrude upon, disrupt, or deny services to the County, except in a manner directed by the County and then only where prior approval has been received from the County.

**Assignment.** Neither the Contractor nor the Employee shall assign or subcontract their obligations under this Non-Disclosure Agreement.

**Breach.** The Associate acknowledges that breach of this Confidentiality Agreement shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Associate agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Associate shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Associate in violation of the terms and conditions of this Confidentiality Agreement.

IN WITNESS WHEREOF, the Contractor and Employee have executed this Non-Disclosure Agreement as of the date set forth below.

By:   
Name: SHERYL P. BUCHEL  
Title: CFO



## APPENDIX H

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

On the 1<sup>st</sup> day of February in the year 2017 before me personally came SHERYL P. BUCHEL to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that ~~he~~ or she is the CEO of ABILITIES, INC., 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

By: Barbara Cano  
Name: Barbara Cano  
Title: NOTARY PUBLIC

BARBARA CANO  
Notary Public, State Of New York  
No. 01CA5088734  
Qualified In Nassau County  
Commission Expires November 24, 2017

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ 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

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 or 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.

*Brian Schneider - VP. Contract Admin.*

Name and Title of Authorized Representative

m/d/yy

Signature

Date

*New York State Industries for the Disabled - NYSID*

Name of Organization

*11 Columbia Circle Dr., Albany, N.Y. 12203*

Address of Organization

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Quality Management, Research and Planning  
Department of Social Services

Date: May 19, 2017

**Subject: New York Industries for the Disabled (NYSID) (Imaging Services)**  
New Contract 2017

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a copy of letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA; dated May 3, 2017. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action.

It is requested that the County proceed with the contract processing.

Att.  
10099  
133697





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

May 3, 2017

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: New York State Industries for the Disabled (NYSID)  
Imaging Services New Contract 2017-2018

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A stylized signature of Michael A. Kanowitz, consisting of a large 'S' followed by a vertical line.

Michael A. Kanowitz  
Quality Management, Research and Planning

cc: Christopher Fusco-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURE

13792

133395

Client#: 58822

VISCE1

ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/08/2017

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

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

PRODUCER People's United Ins. Agency CT One Financial Plaza 755 Main Street Hartford, CT 06103	CONTACT NAME: Karen Disipio PHONE (A/C, No, Ext): 860 524-7660 E-MAIL: karen.disipio@peoples.com ADDRESS: karen.disipio@peoples.com	FAX (A/C, No): 844 648-7609
INSURED Abilities, Inc. 201 I.J. Willets Rd. Albertson, NY 11507	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Massachusetts Bay Insurance Co.	NAIC # 22306
	INSURER B: Hanover Insurance Company	22292
	INSURER C: Citizens Ins. Co. of America	31534
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHE9194057	06/30/2016	06/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HURED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ABE9156884	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$Nil		UHE9194058	06/30/2016	06/30/2017	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		ZHE9194057	06/30/2016	06/30/2017	\$1,000,000 each incident \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Nassau County is included as an Additional Insured, where required by written contract, per the terms, conditions and exclusions of the referenced General Liability policy form #421 2915.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
 1550 Franklin Ave.  
 Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

Peoples United Insurance Agency

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ACORD 25 (2014/01)

1 of 1

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#S797564/M708761

KXDC



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 111710419  
GLATFELTER BROKERAGE SERVICES  
56 CLIFTON COUNTRY RD  
SUITE 205  
CLIFTON PARK NY 12065



Scan to Validate

<b>POLICYHOLDER</b> ABILITIES INC 2011 U WILLETS ROAD ALBERTSON NY 11507	<b>CERTIFICATE HOLDER</b> NASSAU COUNTY 1550 FRANKLIN AVENUE MINEOLA NY 11501
---	--

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2180 258-2	221681	07/01/2016 TO 07/01/2017	3/9/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2180 258-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1060840928



**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

<b>1a. Legal Name and Address of Insured (Use street address only)</b>  ABILITIES INC  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> 201 I U WILLETS ROAD ALBERTSON, NY 11501	<b>1b. Business Telephone Number of Insured</b> (516) 465-1449 <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 86009911 <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 111710419
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> NASSAU COUNTY 1550 FRANKLIN AVENUE MINEOLA, NY 11501	<b>3a. Name of Insurance Carrier</b> The Guardian Life Insurance Company of America <b>3b. Policy Number of entity listed in box "1a":</b> 00934239-0000 <b>3c. Policy effective period:</b> 10/01/2016 to 10/01/2017

**4. Policy Covers:**

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law  
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.

*Stuart J. Shaw*

Date Signed: 03/30/2017

By: Stuart J. Shaw, FSA, MAAA

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Vice President, Group Insurance

**IMPORTANT:** If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

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

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

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: \_\_\_\_\_ Title: \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability 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.

DB-120.1 (09/15)



### 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 benefits under the New York State Disability 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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

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 Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY 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 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 the payment of disability 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 for all employees has been secured as provided by this article.



SEERSYS-01

RKLEIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

3/7/2017

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

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

PRODUCER  
The Signature B&B Companies  
801 Franklin Avenue  
Suite 218  
Garden City, NY 11530

## CONTACT

PHONE  
(A/C, No, Ext): (516) 764-1100FAX  
(A/C, No): (516) 764-1019

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Citizens Ins Co of America

31534

INSURER B: Allmerica Financial Benefit

41840

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Seery Systems Group, Inc.  
195 Armstrong Rd  
Garden City Park, NY 11040

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR, WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	OBY9718217	10/18/2016	10/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ OTHER \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWY9718225	10/18/2016	10/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE		OBY9718217	10/18/2016	10/18/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Nassau County is listed as an additional insured

## CERTIFICATE HOLDER

Nassau County  
1550 Franklin Avenue  
Mineola, NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

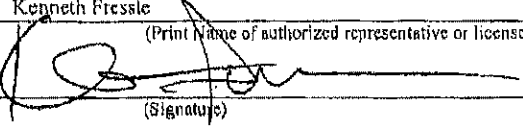
<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b>  Seery Systems Group, Inc 195 Armstrong Rd Garden City Park, NY 11040  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</b>	<b>1b. Business telephone Number of Insured</b>  516-565-1680 <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  010577862
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Nassau County 1550 Franklin Ave Mineola, NY 11501	<b>3a. Name of Insurance Carrier</b> Citizens Ins Co of America  <b>3b. Policy Number of entity listed in box "1a"</b> WBV 9717654 04  <b>3c. Policy effective period</b>  10/18/16 to 10/18/17  <b>3d. The Proprietor, Partners or Executive Officers are:</b> <input checked="checked" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled 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 the coverage indicated on this Certificate. (These notices may 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.*

**Please Note:** Upon the cancellation of the workers' compensation 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 Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Fressle  
(Print Name of authorized representative or licensed agent of insurance carrier)  
  
Approved by:  3/7/16  
(Signature) (Date)  
  
Title: Commercial Real Estate Practice Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

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

## **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.



Workers'  
Compensation  
Board

## CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

### PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

SEERY SYSYSTEMS GROUP INC

195 ARMSTRONG ROAD  
NEW HYDE PARK, NY 11040

1b. Business Telephone Number of Insured

516-565-1680

1c. NYS Unemployment Insurance Employer Registration  
Number of Insured

1d. Federal Employer Identification Number of Insured  
or Social Security Number

010577862

2. Name and Address of the Entity requesting Proof of Coverage  
(Entity being listed as the Certificate Holder)

Nassau County

1550 Franklin Avenue

Mineola, NY 11501

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL386644

3c. Policy effective period:

10/01/2016

to

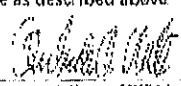
09/30/2017

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.

Date Signed 3/7/2017

By   
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number

516-829-8100

Title

Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

### PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

#### State of New York Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Worker's Compensation Board Employee)

Telephone Number

Title

Please Note: Only Insurance carriers licensed to write NYS Disability 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 benefits under the New York State Disability 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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---

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 Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

## DISABILITY 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 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 the payment of disability 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 for all employees has been secured as provided by this article.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only) NYS Industries For The Disabled, Inc. DBA NYSID 11 Columbia Circle Drive Albany, NY 12203  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 800-221-5994  1c. NYS Unemployment Insurance Employer Registration Number of Insured 6019619  1d. Federal Employer Identification Number of Insured or Social Security Number 132841179
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Avenue Mineola, NY 11501	3a. Name of Insurance Carrier Arch Insurance Company  3b. Policy Number of Entity Listed in Box "1a" 11DBL8094000  3c. Policy effective period 1/1/2017 to 12/31/2017

4. Policy covers:

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 5/19/2017 By [Signature]  
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937 Title AVP Accident & Health

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability 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 benefits under the New York State Disability 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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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 Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY 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 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 the payment of disability 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 for all employees has been secured as provided by this article.





**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> NYS Industries For The Disabled, Inc. DBA NYSID 11 Columbia Circle Drive Albany, NY 12203  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 800-221-5994  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 6019619  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 132841179
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> Nassau County Department of Social Services 60 Charles Lindbergh Boulevard Suite 160 Uniondale, NY 11553	<b>3a. Name of Insurance Carrier</b> Arch Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> 11DBL8094000  <b>3c. Policy effective period</b> 1/1/2017 to 12/31/2017

**4. Policy covers:**

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 5/19/2017 By [Signature]  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937 Title AVP Accident & Health

**IMPORTANT:** If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability 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 benefits under the New York State Disability 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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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 Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY 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 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 the payment of disability 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 for all employees has been secured as provided by this article.



NYSINC-01

MMCGUIGAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2017

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

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

PRODUCER  
SEFCU Insurance Agency  
469 State Street  
Schenectady, NY 12305

CONTACT  
NAME:  
PHONE (A/C, No, Ext): (518) 786-9905 FAX (A/C, No): (518) 786-9740  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Harleysville Insurance Co.

10674

INSURED

NYSID, Inc.  
11 Columbia Circle Drive  
Albany, NY 12203

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	MPA00000013042N	04/25/2017	04/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Professional \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA 00000013043N	04/25/2017	04/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CMB00000013041N	04/25/2017	04/25/2018	EACH OCCURRENCE \$ 5,000,000 Aggregate \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			MPA00000013042N	04/25/2017	04/25/2018	Employee Dishonesty \$ 500,000

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

Nassau County Department of Social Services is included as an Additional Insured, where required by written contract, per the attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Department of Social Services  
60 Charles Lindbergh Blvd.  
Suite 160  
Uniondale, NY 11553

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

MANU-1 (07/04)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

MCG-0144 (Ed. 1-17) BLANKET AI - DESIGNATED PERSON OR ORG. html

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) when required by written contract, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

MCG-0144

All other terms and conditions of this Policy remain unchanged.



NYSJINC-01

MMCGUIGAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/19/2017

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

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

PRODUCER  
SEFCU Insurance Agency  
469 State Street  
Schenectady, NY 12305

CONTACT  
NAME:  
PHONE (A/C, No, Ext): (518) 786-9905 FAX (A/C, No): (518) 786-9740  
E-MAIL  
ADDRESS:

INSURED

NYSID, Inc.  
11 Columbia Circle Drive  
Albany, NY 12203

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Harleysville Insurance Co.	10674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MPA00000013042N	04/25/2017	04/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO: OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA 00000013043N	04/25/2017	04/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CMB00000013041N	04/25/2017	04/25/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EX-EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			MPA00000013042N	04/25/2017	04/25/2018	Employee Dishonesty 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Nassau County Department of Social Services is included as an Additional Insured, where required by written contract, per the attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Department of Social Services  
60 Charles Lindbergh Blvd.  
Suite 160  
Uniondale, NY 11553

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

MCG-0144 (Ed. 1-17) BLANKET AI - DESIGNATED PERSON OR ORG. html

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Section II - Who Is An Insured, is amended to include as an additional insured any person(s) or organization(s) when required by written contract, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

MCG-0144